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The Solicitors' Journal.

LONDON, APRIL 3, 1869.

A NEW AND SOMEWHAT CURIOUS QUESTION of practice arose in a case of *Cripps* v. *The London and North Western Railway Company*, which was tried last Monday at the assizes at Kingston. The action was under Lord Campbell's Act to recover compensation for the loss sustained by the mother and wife of a passenger by the defendants' line who was killed in the Abergele accident last year. The wife had taken out administration and sued as administratrix for herself and the deceased's mother. It will be remembered that Lord Campbell's Act (9 & 10 Vict. c. 93), requires that actions under it shall be brought in the name of the executor or administrator of the deceased for the benefit of such of his relatives as are entitled to compensation for the death, "and the jury may give such damages as they may think proportioned to the injury resulting from such death to the parties respectively for whose benefit such action is brought," and the amount shall be divided amongst such parties "in such shares as the jury by their verdict shall direct."

In all cases, therefore, under this Act, when there is more than one claimant for compensation, the jury have not only to fix the total amount awarded, but also to apportion it amongst the different claimants whose interests may be and often are opposed to one another. This conflict of interest existed in *Cripps* v. *The London and North Western Railway Company*. The larger the sum given to the one claimant, the less the other would receive. This would not have caused any difficulty if the plaintiff had been suing merely as trustee for two claimants without any personal interest in the result, but here the plaintiff was suing for her personal benefit as well as in the capacity of a trustee for another person. The shares of the compensation given respectively to the plaintiff, and to the other claimant, would of course depend upon the evidence as to the amount of loss each had sustained, and the plaintiff as trustee might be bound to produce evidence which would be adverse to her own personal interest.

It was proposed with the consent of the plaintiff's counsel that the mother of the deceased should also be represented by counsel for the purpose of protecting her interests in case they should conflict with those of the plaintiff. The defendants assented to the proposal, and Bramwell, B., who tried the cause, allowed both counsel to examine witnesses and address the jury on behalf of their respective clients.

It was clear, as a matter of strict legal right, that no one but the plaintiff's counsel had any *locus standi*, and, therefore, no one except by consent could have appeared for any *cestui que trust* who might be interested in the result of the action. The necessary consent was, however, given without any hesitation, and the learned judge expressed his approval of the course adopted.

The case is not without significance at the present time, as it is an instance of the readiness with which purely equitable interests are beginning to be recognised in courts of common law. In cases where a *cestui que trust* has an interest in the result of an action brought by his trustee, opposed to that of the trustee, it is clearly desirable that the *cestui que trust* should not be represented by those who appear for the trustee, whether a separate appearance is or is not allowed by the technical rules of practice. *Cripps* v. *The London and North Western Railway Company* shows how a *cestui que trust* may appear at a trial, even where he has no legal right to be heard at all. The fact is that since the Common Law Procedure Act, 1854, first required Courts of common law to recognise equitable defences to legal claims, there has been a tendency on the part of the courts to take more and more liberal views as to their power of recognising equitable rights. An examination of the common law cases decided during the last ten or twelve years would show this very clearly, and *Rusden* v. *Pope* (16 W. R. 1122), where on an interpleader issue (the money being in court) the plaintiff was allowed to recover on a merely equitable right, might be cited as a good example of the increasing desire on the part of the judges to prevent the difference between legal equitable procedure from causing any injury to suitors.

A QUESTION as to the meaning of the word "fair" in the Metropolitan Fairs Act, 1868, has been raised this week in the Thames Police Court. The defendant was summoned for holding a fair within the Metropolitan Police District contrary to the statute (31 & 32 Vict. c. 106), which prohibits the holding of "any fair on any ground within the Metropolitan Police District other than that on which a fair has been holden during each of the seven years immediately preceding." The defendant stated that the alleged fair consisted of amusements similar to those which were provided for the people at the Crystal Palace, and that he charged for admission to the ground. He argued that this was not a fair within the Act, and that there was no more reason for stopping him than for shutting up the Crystal Palace. There is no definition of the meaning of "fair" in the Act, and this was apparently the first case which had arisen upon the Act. The magistrate decided, although not without doubt, that the defendant came within the Act, and he therefore declared the defendant's fair to be unlawful. It is by no means easy to understand what is meant by "fair" in this statute. It is clear that a fair in the strict legal and technical sense is not meant, because the statute is expressly passed to prevent "the holding of unlawful fairs," and it will be difficult to find a satisfactory definition of the word in any other than its legal sense. The difficulty of course might easily have been met by a definition in the Act itself, but it seems that such care as would be shown by the insertion of proper definitions in a statute cannot be expected, and those who have to construe statutes must content themselves with making the best guesses they can as to the probable intention of the Legislature.

THE REMARK made by the learned judge at the Lambeth County Court last week, and noted by us, on the subject of the enormous costs under section 2 of the Act of 1867 (*vide ante* 413), seems to be more than justified by the facts. If we take as an example an action for two guineas, the costs up to the point of issuing execution amount to no less than £1 13s. 8d. The ordinary proceeding involves costs to the amount of only 11s. 6d., if carried to the same point. This is not the only anomaly in the matter of costs in these courts. For instance, under the 19 & 20 Vict. c. 108, s. 26, a cause commenced in a superior court may be sent to a county court for trial, on the application of either party, if the amount claimed be less than £50. The judge's order and the issue have to be lodged at the county court, but no fee is payable until the hearing, and then the ordinary county court fee is charged. By the Act of 1867, ss. 7 and 10, causes are sent in the same way, but, on lodging the order, a fee of one guinea has to be paid. What the difference is in the two kinds of cases which can call for this difference in fees it is impossible to discover. Another odd thing of the kind is the hearing fee on an in-

terpleader issue. In all other kinds of summonses the hearing fee *must* be prepaid, but in interpleaders the exact reverse is the case, the order stating that the fee "shall *not* be prepaid," and the registrar consequently sometimes has to take proceedings to recover it from the party ordered by the judge to pay. It would be no difficult matter to point out some other curiosities in connection with this matter, but enough has been said to show that revision is necessary.

A BILL has been introduced into the House of Commons by Mr. Locke King, Mr. Bouverie, Mr. Hinde Palmer, and Mr. Headlam, "for the better settling the real estates of intestates," as it is oddly expressed. It consists of two sections, and contains just thirty-three lines; but the changes which it would introduce are great. The first section would enact that—

"When any person beneficially seised of or entitled to any real estate shall die intestate as to such real estate, the same shall go to and vest in the executor or administrator of such person, and the same (or the proceeds of the sale thereof, which sale the said executor or administrator is hereby empowered to make,) shall be applied and disposed as assets of such deceased person, and be divided and distributed in the same proportions and manner to all intents and purposes as if the same had been held by such deceased person for a term of years only, and the Court entitled to grant probate or administration of the goods and chattels of any person shall be authorized and is hereby required to include in such grant such real estate as aforesaid."

The second section would enact that—

"The executor or administrator may, at the request of the persons entitled to such real estate under the enactment aforesaid divide and apportion the same, by way of partition unto and amongst the said persons so entitled respectively, and the Court of Chancery or any judge thereof shall be authorized and empowered to give such directions, and to make such orders and decrees upon the summary application of the said executor or administrator or of the said parties entitled, or of either of them, as to such court or judge shall seem most expedient for the more effectually carrying into effect the provisions of this Act; and such court or judge shall be authorized and empowered to make such orders, as to the costs of and incident to such application, as to such court or judge shall seem meet."

Now, it is plain that this bill really proposes two distinct things—first, it proposes that real estate shall be distributed among the same persons as personal estate. And it is, of course, natural and necessary that the proposal should be limited to the cases of intestacy. But it proposes, secondly, that real estate should, upon death, vest in, and be administered and distributed by the executor of the deceased, a suggestion plainly quite distinct from the former. And, as to the latter suggestion, we are utterly at a loss to see why it should be limited to the case of intestacy. It may be, and probably is, desirable that the whole assets of any person deceased should be administered by one and the same hand. The reasons, however, for such an arrangement are quite as strong in the case of estates of testators as intestates; and in such matters piece-meal legislation is much to be deprecated.

A CORRESPONDENT of the *Times* has related a case which illustrates very strongly a class of evils much felt at the present time. The facts of the case related by the writer are these:—

"A contract was entered into between a railway company and a contractor for the execution of a line of railway in India. The contract was put an end to before it had been carried out, for what reason I need not here enter into. An action was commenced by the contractor in 1860 for the recovery of a balance alleged to be due to him. The case was brought before the Court of Exchequer, and referred by that Court in December, 1860, to an arbitrator. The sittings commenced in 1861. From time to time the period of making the award was enlarged until May, 1863, when it was extended at the instance of the arbitrator to Trinity Term, 1870. This, of course, would not have prevented the award being made sooner if the arbitrator had felt that he was in a position to do so. This is 1869, more than eight years from the commencement of the suit, and it is still going on. During these eight years, with 2,500 working days, the arbitrator has had 224 sittings, or an average of twenty-eight per annum. It appears to be the practice in the legal profession for an arbitration case to give way to any engagement which either arbitrator or counsel may have made, whether before or after the arbitration commenced. Many of the so-called "sittings" above enumerated were accordingly not "sittings"; they were simply meetings which were immediately adjourned. The arbitrator, perhaps, had some other engagement, one or both of the counsel on either side had other business to attend to, and the case could not proceed. The only work done was to pay the fees to arbitrator, counsel, witnesses, and solicitors. There have been seventeen meetings of this kind, and sometimes one of the counsel gives out that he will be unable to attend for weeks, in consequence of other engagements."

This case, if the facts be correctly stated, has been undoubtedly very exceptional in its length, and in the amount of apparently avoidable delay which has occurred in it. There is, however, nat one of the evils complained of which every lawyer has not felt over and over again, if not in quite so aggravated a form. Arbitration may be, and often is, one of the best modes of trying a case; it may be, and often is, the very worst. If the arbitrator be well chosen, and proceeds with the case immediately, sits *de die in diem* or at short intervals until it is concluded, and makes his award quickly, then for a large class of cases this is the best tribunal at present obtainable. Its advantages are obvious. First, it secures the judgment of a single mind, a thing absolutely essential where the questions in dispute are many and complex. Secondly, the trial takes place in the calm atmosphere of a private room, not amid the scramble of Nisi Prius. Thirdly, before a professional arbitrator those strict rules of evidence are often usefully and safely relaxed which have to be enforced before a jury, and have the effect, at times, of excluding much really relevant matter. Fourthly, adjournments from time to time and from place to place may be made as the interests of justice may require. Fifthly, if the submission be properly framed, an arbitrator is not tied down like a jury to give a mere clean verdict for one party or the other, but may frame his award in accordance with the real justice of the case. But the drawbacks are not less obvious. The Court is not, like the regular courts of justice, compelled to sit at fixed times; the judge is not one paid by salary, and having no duties but his judicial duties; he is generally a barrister struggling forward in his profession, the judicial functions which he for the nonce discharges being a very small part of his employment. He sits in private, and the advocates who are to appear before him are naturally under a temptation to make the case give way to any case in which they will act more in public view; and, practically, the arbitrator is powerless to hasten matters forward if the parties, or even if either party, is prone to delay. And the consequence is that arbitrations have become proverbial for uncertainty and delay, so that the case which has suggested these comments differs from others only in degree.

It is very generally rumoured, we know not with what foundation, that the Judicature Commissioners in their forthcoming report intend to deal with the subject of arbitration. If so, we trust that they may succeed in removing the evils of the present system, while retaining its advantages. It appears to us that a large number of the cases now referred at Nisi Prius ought really to be tried out in the ordinary way. They are referred solely because the judges have got into a lazy habit of forcing every case to arbitration which it would be at all troublesome to try. Another large number, which could not well be tried by a jury, ought to be tried before the judge alone. Further, much is to be said in favour of appointed permanent arbitrators, to sit regularly and to be

paid by the State, to whom ordinary references should be made. But many cases would still have to be referred to arbitration as at present. And in these cases we have only to suggest that attorneys should do more frequently what they do occasionally—namely, make it a condition of referring the case at all, that the counsel on both sides and the arbitrator shall undertake to proceed with it *de die in diem*, or at certain short intervals, until it is completed.

LIABILITY OF GRATUITOUS BAILEES.

There are many advantages in the system, or want of system, by which English law is allowed to grow, now in one direction, now in another, as new questions arise for judicial decision. It gives great flexibility to the law, and allows, as the wants of the people change, a constant and even development without the aid of Legislative enactments. There are, however, on the other hand, great disadvantages in this method of law-making, not the least of which is the doubt and confusion that is often caused by carelessly-given judgments which, even although they may be correct in their conclusions, may yet cause much harm if they contain inaccurate statements of principles or ill-considered *dicta*. Succeeding judges are slow to overrule the decisions of their predecessors, or even to express dissent from the *dicta* ascribed to them in the reports. The consequence of this is, that an erroneous decision, or even a correct decision on erroneous grounds or inaccurate *dicta*, may cause much difficulty in the law, and may remain for years neither overruled nor altered, although the errors may be generally recognized. It is not until some state of facts requires a decision directly on the point that a judicial expression of disapproval can be obtained.

The law respecting the liability of gratuitous bailees is a curious instance of the way in which confused and incorrect legal notions may arise, and be continued for a long series of years with but the merest shadow of authority in their support. The case of *Coggs* v. *Barnard* (1 Sm. Lead. Cas.) is the leading case on bailments, and the judgment of Holt, C.J., has received a great deal of praise, and is often spoken of in very exaggerated terms. Its real merit is that it endeavoured to treat the whole subject of bailments in a more complete and scientific manner than had before then been attempted, and it was, no doubt, useful at the time it was delivered (A.D 1704), when there were but few law-books of any kind. If the judgment is to be considered with reference to the present state of the law, it is open to much criticism. It is unnecessarily elaborate, and, for the sake of an apparent symmetry, useless distinctions are made between different kinds of bailments. The point actually decided was, that, "if a man undertakes to carry goods safely and securely, he is responsible for any damage they may sustain in the carriage through his neglect, though he was not a common carrier, and was to have nothing for the carriage." Holt, C.J., examines generally the law of bailments, and says that, "where a man takes goods into his custody for the use of the bailor, he is not answerable if they are stole without any fault in him, neither will a common neglect make him chargeable, but he must be guilty of some gross neglect." He then goes on to say that, in the case of a loan, the borrower is bound "to the strictest care and diligence to keep the goods," and if the bailee is paid for the bailment he is "bound to take the utmost care," but that if, notwithstanding such care, the goods are lost or destroyed, in either of these cases the bailee is not liable. Holt, C.J., therefore thought that there was a clear distinction between the liability of an unpaid bailee and of a paid bailee or borrower. It has been usual, since this decision, to say that a paid bailee or borrower is liable for simple "negligence," but that an unpaid bailee is liable only for "gross negligence."

As the liability of a paid bailee and of a borrower is the same in common sense, as well as by the judgment of Holt, C.J., and all other authorities, what is an authority in the one case is an authority in the other, and the two classes of cases may be dealt with together.

If the mere fact of payment affects the liability of a bailee, it is convenient to distinguish between the negligence which will charge a paid and that which will charge an unpaid bailee, and the terms "negligence" and "gross negligence" answer very well for this purpose. If, however, the mere fact of payment does not alter the liability, the negligence necessary to charge the bailee in either case is the same, and the term used to denote that negligence ought also to be the same.

After the decision of *Coggs* v. *Barnard* it was discovered, as might have been expected, that the difference made by Holt, C.J., between "gross neglect" and neglect of the "utmost care" was extremely vague and unsatisfactory. It was difficult for a judge to direct a jury accurately on this principle, and the difference itself was rather a subtle creation of the law than a substantial difference which could be practically recognised in dealing with the two classes of bailments. Every bailment gives rise to a contract the terms of which may or may not be regulated by express agreement. If there is no express agreement, the idea that is present to the mind of both parties on the delivery of the goods whether the bailee is or is not paid, would, almost without exception, be that the bailee was to use that ordinary diligence and care in preserving the goods which, under the circumstances, any man of ordinary prudence would adopt, and the contract implied by the law in such a case ought to be to that effect. Although this is opposed to *Coggs* v. *Barnard*, there is ample authority for the proposition that such are the terms of the contract now implied by the law on a paid or unpaid bailment without any express agreement. *Coggs* v. *Barnard* has never been formally overruled, and the correctness of the actual decision has never been questioned; but cases have been decided which are inconsistent with some of the *dicta* of Holt, C.J.

The case that most clearly shows the liability of a gratuitous bailee is *Wilson* v. *Brett* (11 M. & W. 113). The defendant rode a horse of the plaintiff's gratuitously, at the plaintiff's request. The horse fell on a piece of marshy ground, and was hurt. In an action against the defendant, charging him with having negligently injured the plaintiff's horse, it was proved that the defendant was skilled in the management of horses. The jury were directed to say "whether the nature of the ground were such as to render it a matter of culpable negligence to ride the horse there, and that, as the defendant was skilled in the management of horses, he was bound to take as much care of the horse as if he had borrowed it." It was held that this direction was right, and that "in the case of a gratuitous bailee, when his profession or skill is such as to imply the possession of competent skill, he is liable for the neglect to use it, "in the same way as if he had been a borrower." Rolfe, B., also says, "I see no difference between 'negligence' and 'gross negligence;' it is the same thing with the addition of a vituperative epithet." This judgment, in effect, decides that payment *per se* does not necessarily affect the liability of a bailee, as it places the liability of a borrower, which is the same as that of a paid bailee, and of a gratuitous bailee upon the same footing. This view of the law has been approved in *Grill* v. *The General Iron &c. Company* (14 W. R. 893), and in *Beale* v. *The South Devon Railway Company* (12 W. R. 1115). These three cases, besides other authorities, show that all bailees, whether paid or not, are liable for the want of reasonable care and for nothing else. That, however, which would be reasonable care by one man is not necessarily so by another. All the surrounding circumstances must be looked at. If a watch is given to a watchmaker to be repaired, he is bound to use such skill and care as an ordinary watchmaker might be expected to possess. If a watch is given to be repaired to a person who knows nothing of watches, he will be bound to use such care as may reasonably be expected

from an unskilled person. In each of these cases the bailee will be liable if he is negligent, but that which would be negligent in the skilled workman would not necessarily be so in the unskilled man.

This liability would not be necessarily affected by payment. In each case ordinary care must be used, whether the bailee is paid or not. Payment may, however, sometimes indirectly affect a bailee's liability. If a person offers to do any act, as, for instance, to repair a watch for reward, he may, and in many cases certainly would, be understood to hold himself out as having competent skill to repair watches. If he either has such skill,or has represented that he has it, he is liable for any neglect of the ordinary care of a skilled workman. If, however, the payment was made under circumstances which did not amount to a representation of skill, the bailee will only be liable for neglect to use such knowledge as he in fact possesses. This is the only real distinction between paid and unpaid bailees. The payment may be evidence of a representation of skill. If it does not amount to this, it does not affect the liability.

As a matter of fact, paid bailees are usually skilled persons, or have represented themselves as such, while unpaid bailees are generally unskilled. Hence there is, perhaps, in the majority of cases, a difference between the liability of paid and unpaid bailees, but this difference does not depend on the payment, but on all the surrounding circumstances under which the bailment was made. An unskilled workman is not often paid for work which requires skill, unless he represents that he has skill, and a skilled workman seldom will work without payment. The question in each case is what were the circumstances from which the contract is to be implied, and payment may be a circumstance which should be considered, but it cannot itself *directly* affect the contract. Although this is clear, both as a matter of law and of common sense, text writers have not yet consented to consider the dicta of Holt, C.J., in *Coggs* v. *Barnard* as overruled. Almost all text-books, which treat of bailments, and even many judgments, still recognise, by their language, the distinction between paid and unpaid bailees, and between negligence and gross negligence. *Giblin* v. *M'Mullen* (17 W. R. P. C. 445), lately decided by the Judicial Committee of the Privy Council, affords an example of the vitality of a legal error when once enshrined in a judgment; and the case is also a specimen of the careless and slovenly judgments which unfortunately are not uncommon in our courts. The point for decision was as to the liability of a banker for the loss of securities deposited by a customer. The question was a very simple one, and the only wonder is, that it should have come before the Privy Council at all. It was admitted (although it is surprising that the point was given up) that the banker was a gratuitous bailee. The evidence showed that all reasonable and ordinary care had been employed to preserve the securities which had been lost. It was held that the banker was not liable. The authorities were clear in the defendant's favour, and the whole decision might have been comprised within the limits of a very short judgment. The Court, however, unfortunately took the opportunity of considering the liability of gratuitous bailees generally, and also discussed the meaning of "gross negligence."

The question for decision, as stated in the judgment, is, was there "that degree of negligence which renders a *gratuitous* bailee liable for a loss? . . . The negligence which must be established against a *gratuitous* bailee has been called 'gross negligence.' Of course, if intended as a definition, the expression 'gross negligence' wholly fails of its object. But, as there is a practical difference between the degrees of negligence for which different classes of bailees are responsible, the terms may be usefully retained as descriptive of that difference." This undoubtedly implies that gratuitous bailees are, as such, under a liability different from that of paid bailees. The meaning of "gross negligence" is then discussed, and the conclusion arrived at is that "the epithet 'gross' is certainly not without its significance"; but that significance is nowhere explained, and, indeed, as far as we can gather any meaning from this part of the judgment, it seems that the duty of a bailee (whether paid or not) cannot be defined; but he must wait until an action for negligence is brought against him, and he will then find out from the direction of the judge and the verdict of the jury what amount of care he ought to have exercised. Having arrived at this conclusion as to the state of the English law, the judgment comes to the point of the case, and decides "that the bank were not bound to more than ordinary care of the deposit entrusted to them, and that the negligence for which alone they could be made liable would have been the want of that ordinary diligence which men of common prudence generally exercise about their own affairs."

No fault can be found with the law thus stated, as it is well supported by authority; but this decision, that "the banker was not bound to use more than ordinary care," would have been equally applicable if the banker had been paid for the deposit. There is ample authority to show that this would have been the correct and indeed the only proper direction of a jury in the case of a paid bailee. It follows, therefore, that, by the decision of *Giblin* v. *M'Mullen*, the liability of an unpaid bailee is the same as that of a paid bailee.

This decision, taken with the remarks which precede it, creates this curious contradiction on the face of the judgment. First, it is stated that there is, as a matter of law, a distinction between the liability of paid and unpaid bailees; secondly, that the bank were unpaid bailees; and, thirdly, that the liability of the bank is precisely the same as if they had been paid for the deposit. This is no exaggeration of the result of this judgment. The whole course of reasoning in the judgment, and the principles there recognised, lead logically to a decision the very reverse of that which was arrived at.

Giblin v. *M'Mullen* is therefore right in its result, but that result is arrived at in a most extraordinary manner. The whole framework of the judgment, the *dicta* that are scattered through it, and the grounds of the decision, resemble the hasty remarks that sometimes fall from a wearied judge at a Nisi Prius trial when there is no time for argument rather than the deliberate decision of an ultimate Court of appeal whose decision is final and binding upon inferior courts. The case can hardly fail to cause confusion in the law, as the principles recognised in the judgment revive an old and mischievous legal error, the authority for which has for some time been considered as overruled, and those who disapprove of case law are furnished with an excellent illustration of the careless way in which that law is sometimes made.

THE BANKRUPTCY BILL.

No. II.

In our number of last week we examined the provisions of the Attorney-General's Bankruptcy Bill with respect to the liability of an undischarged bankrupt for debts provable under the bankruptcy, in the form in which the bill was originally laid before Parliament; and we pointed out that these provisions were by no means satisfactory. We also stated, in a note, the modifications since proposed by the Attorney-General in this part of his bill; but these alterations reached us too late for discussion last week. We regret to have to say that they seem to us by no means to remove the objections to the bill as it was originally framed, or to place this branch of the law upon a satisfactory footing. In order to make the matter quite intelligible, we must ask our readers to follow us over some of the ground which we traversed last week.

By section 11, after adjudication, no creditor "*shall have any remedy*" except in manner directed by the Act.

By section 49 a bankrupt who has not obtained his discharge shall, from the close of the bankruptcy, "*be liable* to all debts in the same manner as if no bankruptcy had taken place;" except that "no portion of a debt *shall be enforced against the person made bankrupt* until the expiration of five years from the close of the bankruptcy," but "if &c., then at the expiration of five years the balance *may be enforced* "against any property of the person who was so made bankrupt, with the sanction of the Court, an order of which adjudicated him a bankrupt, or of the Court having jurisdiction in bankruptcy in the place where such property is situate, but to the extent only, and at the time and in manner directed by such order, and after giving such notice and doing such acts as may be prescribed in that behalf."

Now, these provisions leave it altogether doubtful what the remedy of an unpaid creditor against an undischarged debtor is. The last clause seems clearly to contemplate that at the expiration of five years from that undefined period, the close of the bankruptcy, execution may issue, with leave of the Court, against the goods of the bankrupt. But execution can only issue upon a judgment, and judgment can only be had in an action brought. When, then, and how, is the action to be brought? Is the right of action to be altogether unaffected by the bankruptcy? Is it to be suspended during the bankruptcy, and to revive at its close? Or is it to revive only after the five years? And, in either of these latter cases, how is the difficulty of the Statute of Limitations to be met? Is the creditor to bring an action and recover judgment during the five years, incurring all the costs on the chance that his debtor may not pay ten shillings in the pound before the end of that time? It appears probable that in framing this part of the measure the Attorney-General has had in his mind the former Insolvent Acts, by which, after discharge, execution might issue against the property of the insolvent with leave of the Court. But in the case of insolvency, a condition imposed upon the insolvent's discharge was that he should confess judgment for all the debts in his schedule—all the debts, that is to say, to which the discharge applied. The debts in question, therefore, at the very moment of discharge became judgment debts, enforceable merely by execution, and all that was necessary was to say when and how execution should issue. But a proof in bankruptcy is not a judgment against the bankrupt; and under the present bill the debts will remain mere debts, enforceable not by execution, but by action, to be followed by judgment, and then by execution. Provision must therefore be made for action and judgment as well as for execution. And no such provision in any practical form is made by the bill. This series of clauses are not only extremely doubtful in their meaning, but they seem to us wholly unworkable upon any construction.

A novel feature of this bill consists in the form of tribunal which it establishes. The London Bankruptcy Court is to have special jurisdiction over the Metropolitan County Court Districts, and to be the court of appeal from the other courts of bankruptcy; and is to be presided over by one of the common law judges, acting for the time as chief judge in bankruptcy. In the country the county courts are to be the courts of bankruptcy. This appears to us the best bankruptcy tribunal which has yet been suggested. By conferring the chief jurisdiction on a common law judge, sitting only for a time, one great evil will probably be avoided—namely, the tendency of special courts to develop special doctrines of law and special theories of procedure, and so to increase the complexity of our legal system.

Another excellent thing in the bill is that it does not attempt to lay down an elaborate code of practice and procedure, but leaves the matter to be dealt with hereafter by General Orders.

If the Attorney-General, as he suggested in his speech, proceeds to repeal the whole of the existing law of bankruptcy, then one of the most important effects of the measure will be to abolish altogether the system of deeds of arrangement, and especially deeds of composition. By the present Act (section 6) an assignment of all a debtor's property for the benefit of creditors is made an act of bankruptcy, and no exception to this rule is introduced. Nor does the Act contain any section giving any statutory effect to deeds between a debtor and his creditors of any nature. The consequence will, of course, be that no deed of arrangement will bind any creditor except those who choose to become parties to it. And if the deed contains an assignment of all the debtor's property, any creditor may make it the ground of a petition in bankruptcy, and, of course, may set it aside. The Act, however, does provide (section 75) means by which "the affairs of a debtor may be liquidated," as it is oddly expressed, without an adjudication of bankruptcy. The substance of the provisions on this point are that such a liquidation may be obtained on proof being made to the registrar that it has been assented to by a majority in number and five-sixths in value of the creditors, and that a trustee has been appointed with or without a committee of inspection. The debtor's property is to vest in the trustee, and to be distributed by him as in the case of bankruptcy. And the powers of the trustee, the inspectors, and the body of creditors are also to be the same. But the release of the debtor is not to follow as of course from the proceeding. It may be granted by special resolution of a general meeting of creditors. If it be so granted, the trustee is to report the fact to the registrar, and a certificate of such discharge by the registrar is to have the same operation as an order of discharge in bankruptcy. And if, for any reason, the liquidation cannot be effected without unreasonable delay, the Court may adjudge the debtor a bankrupt, and proceed accordingly.

It appears to us that the Attorney-General is right in dealing with this branch of the subject in a very sweeping fashion. Now that the law of debtor and creditor is so lenient as it is, and especially as it is proposed to abolish imprisonment for debt altogether, there seems no sufficient reason for allowing any number of creditors to bind the rest by a compromise of debts, without at least exhausting the debtor's estate first. But it will be observed that in the bill, as it stands, it is entirely in the discretion of the requisite majority of creditors to proceed to liquidation without adjudication in bankruptcy. Surely the debtor ought to have a voice in the matter, and ought to be entitled to say, if my estate must be wound up, it shall be in the manner and under the safeguards provided by the law. And this is the more necessary, as the debtor will gain nothing by the method of liquidation by arrangement. On the contrary, if that plan be adopted, he can only obtain a discharge by the mercy of his creditors; while in bankruptcy he will have it as of right if his estate pays ten shillings in the pound. It must be remembered, too, that the debtor is to have no power of making himself a bankrupt on his own petition.

The corresponding bill to the Bankruptcy Bill, that for the abolition of imprisonment for debt, has been published. It abolishes all imprisonment for debt, with certain exceptions, from the 1st of January, 1870, and provides that persons then in prison for debt shall be entitled to be discharged. The principal exceptions are in the case of omissions to pay penalties, and some other defaults of a *quasi*-criminal character. The power of committal by the county court judges is retained, but the warrant of committal must be drawn up in open court, and must show on its face the grounds on which it is made. And it is also provided, in language not very clear, and which will probably require revision, that "the aggregate term of imprisonment to which any person may be subjected, in respect of a default in the payment or discharge, whether by instal-

ments or otherwise, of any one debt or liability, shall not exceed three months."

The power of arresting absconding debtors is also preserved.

The same bill also contains a long list of offences for which bankrupts shall be liable to criminal proceedings, which our space does not allow us to examine in detail at present.

RECENT DECISIONS.

EQUITY.

MEASURE OF DAMAGES FOR NON-DELIVERY OF SHIP—PROOF UNDER WINDING-UP—RULE 25 UNDER THE COMPANIES ACT, 1862.

Re Trent and Humber Shipbuilding Company; Ex parte Cambrian Steam Packet Company, L.C., 17 W. R. 181.

In this case a shipbuilding company agreed to repair a ship in a specified time for a specified price. The company began winding up before the time was up, but the official liquidator got leave from the Court to complete the job: by reason, however, of delays, attributable to the state of the company, the ship was not delivered back to the owners till ten months after time.

This state of circumstances raised two questions. The first as to the true construction of rule 25 of the General Orders under the Companies Act, 1862; and the second as to the measure of damages.

Under the 158th section of the Act, the shipowners' claim for damages was admissible to proof under the winding-up, that section providing that "all debts payable on a contingency, and all claims against the company, present or future, certain or contingent, ascertained *or sounding only in damages*, shall be admissible to proof against the company, a just estimate being made, so far as is possible, of the value of all such debts or claims as may be subject to any contingency or *sound only in damages*, or for some other reason, do not bear a certain value."

And, with reference to this section, the 25th of the General Orders under the Act says that—"The value of such debts or claims shall, as far as is possible, be estimated according to the value thereof at the date of the order to wind up the company." If the effect of this rule were to qualify the section of the Act, it would be a question whether the rule was not *ultra vires*. Indeed, the very next rule, rule 26, which provides that on debts admissible to proof under the section interest at £4 per cent. should run from the date of the winding-up, has been pronounced *ultra vires* by the Master of the Rolls in *Re Herefordshire Banking Company*, 15 W. R. 1056. Lord Cairns, however, held that rule 25 did not in any way qualify the section, meaning merely that the value should, *so far as is possible*, be estimated by the value at the date of the winding-up, while in some cases, where the damage was a *continuing* damage at that date (which was the present case), no such estimation could be made.

It may be noticed here that in *Ex parte Mendel*, 12 W. R. 451, 1 D. G. J. & S. 330, the construction of a similar provision, section 153, in the Bankruptcy Act, 1861, came before Lord Westbury. That section provides that where a bankrupt is liable, at the date of adjudication, to a claim in the nature of unliquidated damages, the Court may order the damages to be assessed, and the amount is then to be proveable, which provision Lord Westbury held to refer only to cases in which the cause of action is complete before adjudication.

The other question was as to the measure of damages. The well-known case of *Hadley* v. *Baxendale*, 2 W. R. 302, 9 Ex. 341, the mill-shaft case, is the primary authority in all such cases. There the millowner told the carrier, when he gave him his shaft to take to the engineer, that his mill was stopped, and that the shaft must be sent immediately. But the Court held that he was not entitled to recover from the carrier as damages the amount of profit which he would have made by his mill but for the carrier's delay, because it did not appear that the carrier knew that the want of the shaft was the only thing which kept the mill from going. Had this been communicated to the carrier the measure of damages would, they said, have been the amount of injury which would ordinarily follow from a breach of contract under such special circumstances so communicated. In *Fletcher* v. *Tayleur*, 17 C. B. 21, this doctrine was applied to a case so nearly resembling the present that it is somewhat strange that the decision should not have been cited. The defendants there had made about seven months default in the delivery of a new ship ordered by the plaintiffs for the Australian trade. It was in evidence that freights to Australia were very high during the first two months of the default, after whith they fell and continued very low until the ship actually sailed, and that if the ship had been punctually delivered she could have earned £2,750 more than she actually did. The Court, however, refused a rule to reduce a verdict which the jury had given for that sum. In *Smead* v. *Foord*, 1 E. & E. 602, the failure was in the delivery of a thrashing machine, in consequence of which the farmer could not get his wheat stacked, and incurred loss from injury by rain, and also by a fall in the market which happened before he could bring it to market. He was held entitled to recover the damage incurred by the rain, but nothing for the fall in the market, that not having been in the contemplation of the parties. Here Crompton, J., said that the doctrine in *Hadley* v. *Baxendale* should not be extended. The case, however, was strictly within it. In *Cory* v. *Thames Ironworks Company*, 16 W. R. 456, the damages were claimed for the non-delivery of a large derrick, which the plaintiffs intended to moor close to their wharf and furnish with special machinery for unloading coals. They incurred a heavy loss by reason of their having engaged machinery and steam tugs for the purpose; but the defendants did not know of that, and the ordinary use of this derrick would have been as a coal store. The plaintiffs were allowed to recover the amount which the derrick would have realised if used for a coal store, but nothing more.

In the present case Lord Cairns declared that the shipowners were entitled to prove for the amount of profits which the ship would have earned during the default period; but he expressly declined to give any opinion upon the question whether there should not be deducted from the total of such imaginary profits some amount for the wear and tear which would have happened while the vessel was earning them.

MAINTENANCE AND ADVANCEMENT OUT OF CAPITAL—JUDICIAL ADVICE.

Re Tibb's Trust, M.R., 17 W. R. 304.

Section 30 of 22 & 23 Vict. c. 35, which enables trustees, executors, and administrators to apply to the Court for its opinion or advice with regard to the management of trust property, is a great boon to the class of persons in whose favour it was enacted, and would be still more so were it more generally known and acted on. The present was an application for advice of this nature, and we refer to it for the purpose of calling attention to a state of circumstances under which the Court was of opinion that the trustees would be justified in breaking into the *corpus* of an infant's share for his maintenance and education. Where the trustees are acting under an instrument executed after the 28th of August, 1860, they are expressly enabled, by the 23 & 24 Vict. c. 145, s. 26, to apply the *income* of the property of infants for their maintenance and education, even where the infant is contingently entitled; but not, it seems, where the share is a mere expectant share, as in the case of the common trust for such as attain twenty-one. This Act, however, does not enable them to break

into the capital, which, however, the Court has long been in the habit of doing where the circumstances of the case imperatively require it. Where the infant is absolutely entitled, there will be usually no difficulty in obtaining the assent of the Court if the necessity be demonstrated, and even where the property is held contingently on his attaining twenty-one, or on the occurrence of any event previously to his attaining such age, as marriage for instance, the system of life assurance affords an easy expedient for protecting the remainderman's interest in the event of the infant's death before the contingency becomes absolute, — by some such scheme, for instance, as that which was adopted in *Re Robinson*, 16 W. R. 1106, to which we referred some time ago, where the fund to which a young lady would become entitled on her attaining twenty-one was broken into for her education: provision being made for the sum taken out of the trust being made good in the event of her death under age in the following way:—A portion of the sum taken out was applied in the payment of the single premium on a policy of assurance on her life until twenty-one for a sum slightly exceeding the total amount so taken out: so that in the event of her death under age the person who would then become entitled could be no loser.

Production of Documents of a Company in Liquidation upon which a Solicitor has a Lien.

Ex parte Paine and Layton, V.C.M., 17 W. R. 275.

This decision was in effect that a solicitor who has in his custody papers belonging to a company in process of winding-up upon which he has a lien for costs will be required to produce them for inspection only, but not to deliver them over to the official liquidator. To have decided otherwise would have been to repeal section 115 of the Companies Act, 1862, which says expressly that the production shall be without prejudice to the lien—*i.e.*, the papers must be produced at all events, and the Court will see that the solicitor is no loser by his doing so. Section 63, which is the corresponding section of the Act of 1848, does not contain the proviso above referred to; yet in *Potter's case*, 1 De G. & Sm. 728, which was decided in 1849, the Court, where application was made for the delivery of the papers, refused to interfere to destroy or injure the rights of the solicitor or adversely order the production of papers on which he had a lien.

The present Act, however, introduced a new principle which must to some extent impair the right of lien which a solicitor is usually understood to possess. He cannot be called upon to deliver up the papers, but he can be required to produce them for inspection; and that in many cases, as in the present, is all that is wanted. Could he refuse to grant an inspection until his lien were discharged, it would be possible for the proceedings in a winding-up to be indefinitely delayed, where circumstances rendered it impossible to discharge his lien; and this seems to be the reason why a solicitor in such cases will be ordered to produce the papers for the inspection of the official liquidator where it appears that material information can thus be acquired.

Remuneration of Joint Liquidators.

Re Langham Hotel Company, M.R., 17 W. R. 463.

The Companies Act, 1862, enacts, with reference to the remuneration of official liquidators, that, if more than one be appointed, such remuneration shall be distributed amongst them in such proportion as the Court directs. Section 93 contains no corresponding provision with reference to the remuneration of liquidators where the winding-up is either voluntary or under the supervision of the Court. In the case of joint liquidators, where the winding-up is not under the Court, a species of partnership is created; and in the absence of any arrangement, between the liquidators, as to the *quantum* of remuneration each is to receive, the Court, having ascertained the whole sum to be paid, will divide it equally between them, and will decline to enter into any question raised by them, or any of them, as to the value of the services rendered by each. Every liquidator, therefore, will do well to make some arrangement with his colleagues as to the share of the remuneration he is to receive, before commencing the duties of his office, if there is any prospect of the labour and time devoted to the task being devoted in unequal proportions. The reason why the Act does not provide for questions of this kind being settled by the Court, no doubt is, that voluntary liquidation, whether under supervision or not, is wholly of a domestic nature; and the company, who are to fix the remuneration of the liquidators in the first instance, ought to be the tribunal of reference for disputes of this character, and not the Court. The Master of the Rolls pointed out that were the Court to interfere in these cases litigation would often ensue, and that at the expense of the company, while no corresponding advantage, it may be added, could possibly occur to the shareholders, to whom it must be always a matter of profound indifference, when the amount of remuneration of the liquidators is once fixed, in what proportion it is to be divided among them.

COMMON LAW.

Abstraction of Water—Infringement of Right without Actual Damage.

Harrop v. *Hirst*, 17 W. R. Ex. 164.

One of the elements usually necessary to support an action upon the case is actual damage suffered by the plaintiff.

The Common Law Procedure Acts have practically abolished the old forms of action, but they have not interfered with the rules of law which then and still decide whether or not a right of action exists under a given state of circumstances. In those actions, therefore, which would formerly have been shaped in case it is now, as formerly, usually necessary to aver and prove actual damage sustained by the plaintiff. As, for instance, in most of the actions for negligence, in actions for misrepresentation, and in other cases. On the other hand, actions of trespass, whether to the person, land, or goods, may be maintained without showing that any damage has resulted from the trespass. In these cases the law considers that there is an actual infringement of a right for which the plaintiff ought to have his right of action, although he may not have suffered any pecuniary loss. There are, however, some cases in which actions which could never have been framed otherwise than in case may be maintained without proof of damage. These are always cases where some right vested in some individual, or determinate number of individuals, has been invaded, but where, from the nature of the right, it was not protected by the action of trespass. All easements are instances of rights, the violation of which gives a right of action without proof of damage. If A. possesses an easement over B.'s land, it is as plain an infringement of right to hinder A. from the enjoyment of the easement as it would be to walk over his land, or to commit any other trespass. The old action of trespass was not, however, applicable to the disturbance of a mere right, and the only remedy was, therefore, an action upon the case, which, as no damage need be proved, became in these cases practically of the same effect, although not in the same form as an action of trespass.

There is also a further reason why an action should lie for the disturbance of these rights without proof of damage. If acts in derogation of rights such as easements are continued for many years, they become evidence to restrict or controvert the right itself, and therefore it is but reasonable that an action should be allowed for the doing of an act which, if acquiesced in, might hereafter be brought forward as evidence against the very existence of the right which it infringed. In *Harrop* v. *Hirst* it was held on this latter ground that one of the inhabitants of a locality might sue for the abstraction of water which was accustomed to flow in a particular course from

time immemorial, and to the use of which the inhabitants of the locality were entitled by custom, although he had not suffered any appreciable damage or inconvenience from such abstraction. A note to *Mellor* v. *Spateman* (1 Wms. Saunders, 346b), cited in the argument and in the judgment of Kelly, C.B., well expresses the principle on which the decision in *Harrop* v. *Hirst* was based. "Wherever any act injures another's right and would be evidence in future in favour of the wrongdoer, an action may be maintained for an invasion of the right without proof of any specific injury, and this seems to be a governing principle in cases of this kind."

BANKRUPTCY—EXECUTION—ASSIGNMENT OF WHOLE OF DEBTOR'S PROPERTY.

Woodhouse v. *Murray*, Ex.Ch., 17 W. R. 206.

It has been long established that if a trader assign the whole of his property to a creditor or other person, so that he can no longer carry on his trade, he hereby commits an act of bankruptcy, because such a conveyance necessarily puts it out of his power to pay his creditors. This rule has been qualified by another rule which allows such assignments, provided that the trader obtains an equivalent for the conveyance, as in this case the nature of the property is only changed, and the trader is not necessarily on this account the less able to pay his creditors. The last case in which this exception to the rule was much discussed was *Mercer* v. *Peterson* (17 W. R. 486) in the Exchequer Chamber, where the cases were recognised and followed, which establish the rule that "where a trader assigns his whole property, but receives in return a fair equivalent, the transaction is not void under the bankrupt laws."

These rules of law had to be applied in *Woodhouse* v. *Murray*, where the plaintiff issued execution on a judgment against a debtor and seized his goods. The debtor then gave the plaintiff a bill of sale of the whole of his property, and the sheriff withdrew from possession. The debtor was soon afterwards adjudicated bankrupt, and the question was whether this bill of sale was void as against the assignee in bankruptcy, as an act of bankruptcy, or whether the withdrawal of the sheriff from possession was a sufficient consideration to support the assignment. The jury found that the assignment was made *bonâ fide*. It was held that the assignment was an act of bankruptcy, and therefore void, because under section 73 of the Bankruptcy Act, 1861, the execution might have been set aside as against the assignee in bankruptcy, and, therefore, in this case there was no advantage whatever accruing to the creditors from the assignment, and, on the other hand, as the execution might have been set aside, the assignment, if valid, would have deprived the creditors of the property comprised in it which would otherwise have formed part of the debtor's estate. The judgment was based on this ground alone, and the Court say that under the former state of the law as it existed before the Bankruptcy Act, 1861, the decision might have been different, as then it was immaterial, as between the execution creditor and the other creditors, whether the goods were sold under the execution or transferred by bill of sale to the execution creditor.

LIABILITY OF BOROUGH FUNDS FOR COSTS OF LITIGATION.

Reg. v. *Mayor of Tamworth*, Bail Court, 17 W. R., 231.

5 & 6 Will. 4, c. 76, the Municipal Corporations Act, contains, amongst other things, provisions concerning the application of borough funds to certain objects, and when the funds are properly expended rates may be levied to raise the amount of money that is required. One kind of expense that often falls on borough funds is the expense of litigation, and it is clear that the funds are liable for the costs of proper, but are not liable for those of improper, litigation.

In *Reg.* v. *The Mayor of Tamworth* the question was, what is proper or improper litigation, It was argued on one side that where a corporation incurred expense in asserting a supposed right to corporate property, such expense could not be charged on the fund if the corporation were not, in fact, entitled to the property in dispute.

Justices Blackburn and Hannen, sitting in the Bail Court, decided that expenses caused by the *bonâ fide* assertion of a supposed corporate right of property might be properly charged upon the borough funds, although it turned out eventually that the corporation could not substantiate their claim.

The effect of the judgment is that the test whether litigation by a municipal corporation is proper, is not the success or non-success of the claims made by the corporation, but the circumstances under which the litigation was commenced. If such litigation is *bonâ fide* for the reasonable assertion of a corporate right, the costs may be charged upon the borough fund, although the result of the proceedings may be entirely adverse to the claims of the corporation.

ACTION AGAINST LANDOWNER FOR NUISANCE CREATED ON HIS LAND BY THIRD PARTY.

Saxby v. *The Manchester &c. Railway Company*, C. P., 17 W. R. 293.

In the ordinary case of an action against a landowner for a nuisance on his land, the nuisance is usually either caused by the landowner, or at least is one which he is interested in retaining, but in *Saxby* v. *The Manchester &c. Railway Company* the action was brought against the defendants, the owners of the bed of a river, for a nuisance in the shape of a weir which improperly diverted water from the plaintiff's mill.

The defendants had not erected or authorised the erection of the weir, and they derived no benefit from it. They moreover gave the plaintiff leave to enter upon their land and destroy the weir.

Under these circumstances it was contended that the defendants were liable in an action by the plaintiffs for damages for the loss of water caused by the weir. It was decided, as might have been expected, that as there was no evidence to connect the defendants with the nuisance, they could not be liable for the damage it might have caused. Of course, if the defendants had assented to its remaining on their land, and had made use of it, the case would have been different, as the nuisance would then have been their act, and a difficult question might have arisen if the nuisance had remained on the land for a long time, as that might be evidence of an acquiescence in its existence.

This was the case of a mere private nuisance which only affected private rights, and the decision, therefore, would not necessarily govern a case of a public nuisance for the continuance of which on the land after notice of its existence a landowner might possibly be liable. This point was not in any way involved in the judgments of *Saxby* v. *The Manchester &c. Railway Company*, which, therefore, do not at all touch the law as to public nuisances.

GARNISHEE—ORDER OF COURT OF CHANCERY.

The Financial Corporation, Limited, v. *Price; The China Steamship, &c., Company, Limited, Garnishees*, C.P., 17 W. R. 319.

Sections 60—67 of the Common Law Procedure Act, 1854, provide that "any creditor who has obtained a judgment in any of the superior courts" may require payment to himself of any debt owing to the judgment-debtor by any person within the jurisdiction. The debtor who may thus be required to pay his immediate creditor's creditor is called a garnishee after he has received notice to make such payment. In *The Financial Corporation* v. *Price* an attempt was made by the plaintiffs to enforce by a garnishee order under these sections payment to themselves of debts due to the defendant, against whom orders had been made by the Court of

Chancery, at the suit of the plaintiffs, for the payment of calls.

The argument for the plaintiffs was that 1 & 2 Vict. c. 110, gives to orders of the Court of Chancery the force of judgments at common law, and that, therefore, the garnishee clauses in the statute applied to this case.

The Court decided, following the principle of *Stamford* v. *Robinson* (3 M. & Gr. 407), that an order of the Court of Chancery could not be enforced in this manner. The case was plain enough, even without any authority, as the wording of the garnishee clauses shows that it is intended that the application for the garnishee order should be made to the particular Court where the judgment has been obtained.

REVIEWS.

County Court Practice in Admiralty. Supplement to the Second Edition of Coote's Practice of the High Court of Admiralty of England; containing the County Court Admiralty Jurisdiction Act, 1868; *the Order in Council 19th December*, 1868, *appointing County Courts to have Admiralty Jurisdiction; and the General Orders made under the Act; with Notes and an Index.* By HENRY CHARLES COOTE, F.S.A., one of the Examiners of the High Court of Admiralty, Author of the Practice of the Court of Probate, &c. London: Butterworths, 1869.

This little work is a supplement to Mr. Coote's Admiralty Practice, a book well known to the profession. The present work is very slight in character, for it is very little else than a mere reprint of the Act and the orders founded upon it. This being so, we might fairly have expected the work which has been done to have been done with entire accuracy. It has not been so, however, for Mr. Coote has printed the order in council of the 9th December, 1868, assigning Admiralty jurisdiction to County Courts, but has taken no notice of the later order of the 14th January, 1869, by which the previous order was varied. We should have assumed that the book was in print before the date of the latter order had it not been for the fact that Mr. Coote has printed the General Orders issued under the Act, which did not appear for some weeks after the later order in council.

Mr. Coote has appended a few foot-notes to the Act, but most of them contain little more than references to the corresponding orders and forms. The Act in question contains probably as many difficulties as any Act of the same length in the statute book; but Mr. Coote has not attempted to throw light upon any of them. The only note containing anything like an exposition of the Act is that upon section 21, in which it is stated that "the jurisdiction of the Admiralty County Courts is personal merely, not *in rem*, as in the High Court of Admiralty." And this is a statement extremely apt to mislead. It is quite true that the procedure contemplated by the Act and orders is in its commencement *in personam* in form. But it is equally true that a remedy *in rem* is provided, and that the power of arresting a ship in case of need, a power which belongs specifically to the remedy *in rem*, is also provided. In fact, the system just created corresponds exactly, neither to proceedings *in rem* nor to proceedings *in personam* in the Court of Admiralty. It has more in common with an action *in rem* in substance, and with an action *in personam* in form.

COURTS.

JUDGES' CHAMBERS.

(Before Mr. Justice BLACKBURN.)

March 31.—*The Queen* v. *Sarah Rachel Levison.*

Another application was made on the part of Madame Rachel to be released on bail, pending the argument on the writ of error she had obtained, and which was expected to be set down for hearing in Easter Term. A few days before Mr. Justice Blackburn had declined to accept one of the proposed sureties then brought forward, and since then Mr. William Spencer Johnson, printer, had come forward, and with Mr. Henry Smith Frost, engineer, was proposed on the present occasion.

Mr. George Lewis, jun. (Lewis & Lewis), appeared on the part of the Crown.

Mr. Lewis Heritage, solicitor, supported the application.

As Mr. Justice Mellor was the vacation judge, the parties went before him, but he objected to hear the application, as Mr. Justice Blackburn, who had disposed of the matter on the last occasion, was in attendance.

The solicitors and the bail then proceeded to the chambers were Mr. Justice Blackburn was sitting, and Mr. Justice Willes being present, at the request of Mr. Justice Blackburn, with him heard the application.

Mr. Johnson was not objected to as bail. Mr. Frost, the other bail, was opposed.

Mr. Lewis said he objected to him, and read his affidavit that he was worth in furniture and other property over £1,500. He wished to ask him a few questions.

Mr. Frost was accordingly sworn, and examined in respect to his sufficiency as bail.

Ultimately, Mr. Justice BLACKBURN said there was no objection to Mr. Johnson, but he could not accept, after what he had heard, Mr. Frost as bail.

Mr. Heritage said Mr. Johnson was willing to be bound in the amount required.

His LORDSHIP said two persons were necessary to be bail, and on a previous occasion he had mentioned that money was not sufficient.

Mr. Heritage intimated that another person would be procured.

The application was accordingly rejected, and Madame Rachel remains in Newgate.

APPOINTMENTS.

Mr. EDWARD CHARLES BROWNING, solicitor, of Redditch, Worcestershire, has been appointed clerk to the Justices of Redditch, in the place of Messrs. E. Browning & Sons, resigned. Mr. Browning took out his certificate as an attorney in Easter, Term, 1858, and is a partner in the firm of Messrs. Browning & Sons.

Mr. JAMES FARMER, managing clerk to Messrs. Clarke & Lukin, solicitors, of Chard, Somersetshire, has been appointed Treasurer of that borough, in the room of the late Mr. Ebenezer Edwards, who held the office ever since the passing of the Municipal Corporations Act.

Mr. FREDERICK VIVIAN HILL, Solicitor, of Helston, Cornwall, has been appointed Clerk to the Helston Turnpike Trust, in the room of the late Mr. Arundel Rogers. Mr. Hill was certificated as an attorney in Michaelmas Term, 1853.

Mr. THOMAS DEAN, Solicitor, of Healey, has been appointed Town Clerk of the newly-incorporated borough of Batley. Mr. Dean's certificate as a solicitor dates from Easter Term, 1831, and he is also a perpetual commissioner.

Messrs. T. M. ANDERTON and R. ELLIS, Assistant Clerks to the Borough Magistrates of Liverpool, have been appointed Law Clerks to the Bench, in the room of Mr. John Wybergh, Solicitor, resigned.

Mr. JOSCELINE FREDERIC WATKINS, Solicitor of the High Court, Calcutta, of No. 44, Parliament-street, Westminster, S.W., has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India.

Mr. JOHN NESBITT MALLESON, of Austin Friars, has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India.

Mr. ALFRED ATKINSON POLLOCK, of Lincoln's-inn-fields, has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India.

Mr. EDWARD FREDERICK BURTON, of the firm of Chilton Burton, Yates, & Hart, of Chancery-lane, has been appointed a Commissioner in England for taking the acknowledgments of married women in respect of property in India.

Mr. GEORGE EDWARD MEAD, of 118, Jermyn-street, St. James, has been appointed a London Commissioner to administer oaths in Chancery and Common Law.

GENERAL CORRESPONDENCE.

Sir,—In your number of 27th February you admitted a communication from me on the subject of bankruptcy, the scope of which was to suggest, after a tentative and interrogative method, the abolition of the system at the same time with that of imprisonment for debt.

Since then the Government bill has been introduced, and a fair time has elapsed for its examination by the profession and the public.

I would now ask further,—exists there a creditor who entertains any amount of confidence in the beneficial operation of the proposed new Act?

And, with your permission, let me launch in the way of direct challenge the two following substantive propositions, viz.:—

1. When imprisonment for debt shall have been abolished, there will remain no decent pretext why the law should interfere between the creditor and his debtor, to compel the former, under any circumstances, or upon any terms, to accept in full less than 20s. in the pound.

2. The abolition of bankruptcy, while it will, of course, remedy all the evils itself has created, *will occasion none.*

These propositions, as revolutionary as disestablishment and disendowment (which, adopted, they will effect of the bankrupt class, long state-endowed of their creditors' money), will probably be received with wonder, if not contempt. Nevertheless, I affirm their truth, and invite their thoughtful and impartial consideration.

Lincoln's-inn-fields, April 1, 1869. A Solicitor.

FOREIGN TRIBUNALS & JURISPRUDENCE

AMERICA.

Court of Appeals, New York.

Fanny Wilcox, Administratrix, &c., of John Wilcox, deceased, v. *The Rome, Watertown, and Ogdensburgh Railroad Company.*

Railway company—Negligence.

The jury found a verdict for the plaintiff, and, on appeal, judgment was affirmed at General Term, and the defendant appealed to this Court.

Miller, J.—The main question which we are to determine in this case is, whether the deceased was guilty of negligence, which contributed to the injury that caused his death.

At the time when the occurrence took place, he was in the public highway, where he had a perfect right to be, for the purpose of travelling, or of crossing the track. He was familiar with the locality, having lived for some time in the neighbourhood, and probably was acquainted with the times for the running of the trains. It was not the time for any regular train to pass, but engines and trains were passing at all times of the day and night.

The evidence does not show whether the deceased, before attempting to cross, looked up and down the track to ascertain whether a train was coming, but it appears the engine or train was in plain sight, as he could see for a distance of seventy or eighty rods. It is a fair and reasonable presumption, arising from all the circumstances attending the transaction, that he did not look, for, had he done so, he must have seen the engine approaching, and his life would have been saved. I think, therefore, that we must assume that he did not look, and in failing to do so, he neglected a plain and imperative duty, and was guilty of negligence which precludes a recovery.

A traveller, in crossing a railroad track, is bound to exercise at least ordinary sense, prudence, and capacity, and this requires that he should use his ears and eyes, so far as he has opportunity to do so. None of the cases adjudicated exonerate him from thus employing his faculties; and those which are relied upon as sustaining a contrary doctrine are exceptional, and present more strong and controlling facts, which prevented the party from hearing or seeing the train, so far as I am able to discover. The later cases, which are supposed to uphold the doctrine that a party is exonerated from the charge of negligence, who does not look, only go to the extent of holding that a party is not in law guilty of negligence in not seeing the approaching train when crossing a railroad track, when circumstances existed which tended to show that the sight was obstructed, or to render it at least doubtful whether the party was in fault, so that it was proper for the jury to pass upon the question of negligence.

In examining all the cases bearing upon the question, I refer briefly to a few recent cases, which are considered as applicable and decisive. In *Brown* v. *The N. Y. Central Railroad Company*, 32 N. Y. 597, a train had passed, and the plaintiff had stopped for it. A single car had followed at a distance, and he had waited for that. Other cars followed which were not anticipated, and of which the plaintiff had no notice or warning. It was held that he was not guilty of negligence in the eye of the law, in not anticipating the detached cars which followed in the rear of the train that had passed.

In *Stillwell* v. *The N. Y. Central Railroad Company*, 34 N. Y. 29, the same facts existed as in the case last cited, and the same rule was applied.

In *Beisiegal* v. *The N. Y. Central Railroad Company*, *Ib.* 622, there were freight cars on one of the tracks, which interrupted the plaintiff's vision, and prevented his seeing the engine approaching, and it was held that he was in law not guilty of negligence.

In *Ernst* v. *The H. R. Railroad Company*, 35 N. Y. 9, it was doubtful whether the deceased did not look up and down the track as far as he could see, and whether, if he had done so, he could have seen the approaching train; and also, whether he was not misled by the failure to show the flag, in accordance with previous custom. It was conceded that the question of negligence of the deceased was for the jury.

It will be seen that some of the authorities cited present a case where the person injured or killed had a full opportunity to see the train as it was running along, and that there were obstructions to the view which is not the case here.

It was remarked by Denio, J., in *Wilds* v. *The H. R. Railroad Company*, 29 N. Y. 315: "No one can be secure against being met by an engine, except by ascertaining by his own senses that no train is approaching, in either direction, within a distance which will endanger his safety." There is much force in this suggestion; and it would, in my opinion, present a very imperfect and unsafe protection to a traveller to act only upon his knowledge of the time-table, or upon the fact that an unusual train had passed in an opposite direction, and therefore none other could be expected. The reason urged, I think, furnishes no sufficient excuse for the failure of deceased to use his faculties, and for neglecting to exercise a proper degree of vigilance and care.

It is said that as no bell was rung or whistle sounded, the deceased was not negligent in not hearing the train as it came near the crossing. The testimony on this subject was conflicting, and we must therefore assume that these signals were not given. Does that admission relieve the deceased from the charge of negligence, which contributed to produce the disastrous result which followed?

In *Ernst* v. *The H. R. Railroad Company* (*ubi sup.*), before cited, the opinion of one of the judges holds, that the omission of the customary signals is a breach of duty, and an assurance to the traveller that no engine is approaching from either side within eighty rods of the crossing, and that he may rely on such assurance without incurring the imputation of a breach of duty to a wrongdoer. Upon trial of the case a verdict was rendered in favour of the plaintiff, and on an appeal to this Court the judgment was affirmed. Several of the judges placed their decisions upon other and different grounds than the failure to give the necessary signals, and I do not understand that a majority of the Court held that such neglect was an assurance of safety which relieved the wayfarer, who did not look, from the imputation of negligence.

In *Beisiegal* v. *The N. Y. Central Railroad Company*, 34 N. Y. 622, the same doctrine is substantially reiterated, in one of the opinions, which was laid down in the *Ernst case*, but the case was not decided entirely upon any such ground. The judge who wrote the opinion concedes "that it is the duty of a person who is about to cross a railroad track to make an observation before crossing;" but he considers him relieved from the charge of negligence when the vision is constantly obstructed by intervening obstacles, where it is often very difficult to see up and down the railroad track. He also assumes that "when a man on foot reaches a point near the crossing, and listens and hears no signal or warning, he is not guilty of negligence for attempting to cross the track in a case where he cannot see up and down, by reason of obstructions."

As we have already seen, the decision of each of these cases depended very much upon the fact that the vision of the person killed or injured was obstructed by surrounding objects, and hence they cannot be regarded as settling definitely the principle, that the neglect to give the signal required creates an exemption from liability where he fails to look, and has the means of seeing if he does thus look.

In *Sheffield* v. *The R. & S. Railroad Company*, 21 Barb. 339, the plaintiff was in plain sight of the track, with nothing to obstruct his view; and it was held that it was inexcusable negligence which contributed to the injury which precluded a recovery. There was evidence on both sides as to the ringing of the bell; but the verdict being in favour of the plaintiff, it settled the question that no signal was given.

In *Brooks* v. *The Buffalo and Niagara Falls Railroad Company*, 25 Barb. 600, it was assumed that no bell was rung, and decided that a person who crosses a railroad track in ignorance of the approach of a train, when the danger may be easily seen by looking for it, is fairly chargeable with negligence. This case was affirmed on appeal to this Court, and it was held that an attempt to cross a railroad track without looking up and down to see if a train is approaching, is such an act as a man of ordinary prudence would hardly be guilty of. See 27 Barb. 532, note.

In *Dascomb* v. *The Buffalo and State Line Railroad Company*, 27 Barb. 221, it was held, that to authorize a recovery against a railroad company for damages sustained by reason of the neglect of the agent to ring a bell or sound a whistle, that it must appear that such neglect was the sole cause of the damage, and if the plaintiff was himself guilty of negligence which contributed to the injury, he cannot recover, notwithstanding this omission of duty by the company.

In *Mackey* v. *The N. Y. C. Railroad Company*, 27 Barb. 528, although the fact whether a signal was given was in doubt, the jury found against the defendant, and a new trial was granted on account of the plaintiff's negligence.

In *Steves* v. *The Oswego & Syracuse Railroad Company*, 18 N. Y. 422, this Court held that it was not enough to enable the plaintiff to recover that he established that the defendant neither rang the bell nor sounded the whistle, when the plaintiff himself was guilty of negligence in not seeing or hearing the cars; and a nonsuit on the trial was sustained.

In *Mackey* v. *N. Y. C. Railway Company*, 35 N. Y. 72, the liability of the defendant was put upon the ground that the company had obstructed the view of travellers on the public highway, by piling wood, so that the approach of a train could not be seen at the crossing until the traveller was on the track.

In *Renwick* v. *The N. Y. C. Railroad Company*, 36 N. Y. 132, it appeared that the plaintiff had stopped and listened from four to six rods from the track, and hearing no signal, and seeing no indication that the train was approaching, he started his horses and continued looking until he reached the track, and then turning his eyes to the right, found a train upon him; and the judgment for the plaintiff was upheld.

The effect of the cases cited is to sustain the principle that when the negligence of the party injured or killed contributed to produce the result, he cannot recover, and that the omission of the company to ring the bill, or sound the whistle, near the crossing of a highway, does not relieve the person who is about to pass over the highway from the obligation of employing his senses of hearing and seeing to ascertain whether a train is approaching. They are entirely applicable to the case before us, and in the absence of any authority which holds a contrary doctrine, where the naked question is presented which now arises, I think they are decisive and controling.

GROVER, J., concurred.

Judgment reversed, and a new trial granted, with costs to abide the event.—From the *New York Daily Transcript*.

MR. JAMES POWELL, solicitor, has resigned the Town Clerkship of Chichester. Mr. Powell was appointed Town Clerk of that city on the resignation of his father in 1864; but owing to continued illness he has been unable to discharge his duties for the last eighteen months, and he has therefore been constrained to resign his post.

SOCIETIES AND INSTITUTIONS.

LAW UNION FIRE AND LIFE ASSURANCE COMPANY.

The fourteenth annual general meeting of the shareholders in this company was held on Wednesday, March 24, at their offices, 126, Chancery-lane, London, James Cuddon, Esq., the deputy-chairman presiding.

Mr. F. MCGEDY (the secretary) read the notice convening the meeting, and the minutes of the last annual meeting, which were signed as correct. The report and balance sheet having been circulated, were taken as read.

The CHAIRMAN said—It is usual, gentlemen, for the chairman of this meeting to make a few remarks on the accounts presented to you, but really on this occasion any remarks are unnecessary, inasmuch as these accounts speak for themselves However, I will just observe that the general results of the year's operations will, I think, be considered as entirely satisfactory. The assets have been increased during the year by upwards of £30,000, which, having reference to the amount of receipts, is a very large sum to put by; and I think that upon examination it will appear that the details upon which that final result is based are very intelligible. I will say a few words, first, upon the investments. The rate of interest obtained upon them has been £4 8s. per cent., and considering that all our investments are of a very sound and safe character, and in no way speculative, we can hardly expect to realise a better rate of interest. In fact, high interest really means bad security, and, therefore, I do not think we should be benefited by any attempt to increase the rate which we at present obtain. As to the fire business, it will be apparent that during the past year the total amount of new business has not been equal to that of some previous years; but I wish to state that that is entirely owing to the fact that the directors have declined to continue certain classes of risks which they had previously accepted. They thought it more prudent to decline such business; and notwithstanding this diminution of receipt you will find the profit has been increased, proving, I think, that the policy of the directors in this respect is very judicious. With respect to the life business, the premiums on the new life policies accepted and completed during the past year are something less in amount than in the preceding year; but on examination of the report of last year you will find that while we had only 281 proposals for assurance, we have during the past year had 312 proposals. It has happened that the directors have been obliged to decline an unusual number of proposals. I trust this will be considered rather as evidence of their great care and circumspection in the selection of lives. Of course it is very often annoying to have to decline so many proposals, but frequently prudence requires it. I may also observe that the average amount insured by each policy up to the end of 1867 was £615, whereas the average amount of the policies issued last year amounts to £737, which is a very favourable feature. It is considered desirable that the average of the policies should be as large as possible. Now, as to the claims. The number of claims has been twenty-three. This is somewhat less than the expectation according to our tables. There is also here another favourable feature. I have just mentioned that the average of the policies issued last year is £615; but you will observe that the average of the claims on policies which have fallen in is only £486, and this, so far as regards the operations of the year 1868, is a satisfactory result. It would, however, be unwise to lay any great stress upon this, because in the current year the order of things may be reversed. We may have an average of claims exceeding the average of the new policies. The next point I will mention is the investments in reversions, and here I may observe that the investments in reversionary interests have proved very satisfactory from the beginning. In 1867 there was a very large gain indeed to the company; but, as might naturally be expected, during the past year not so much has fallen in, for we seldom have two very favourable years in succession. The amount invested has been increased not only by the purchase of additional reversions, but also by accretion of interest. It appears to me from the experience of the past that no better mode of investment can be found for some portion of the funds of a life office than reversionary interests, providing they are well selected, and the directors have paid great attention in this respect. You will observe with reference to the balance sheet, that it has been made more simple than

usual so that at a glance any person reading it may see the relative amounts in each department, of both receipts and payments. With regard to the expenses of management the detailed account is in the room, and may be seen at any time at the office by any shareholder who wishes to inspect it. It must be obvious to you that as we transact both fire and life business, and as that business is gradually and annually increasing, the time of the directors is drawn upon still more largely. I think it is unnecessary to trouble you with any further remarks, but if any gentleman wishes for any explanation with reference to any of the affairs of the company, I shall be most happy to give him that information before moving the adoption of the report.

Mr. Maude said he should be glad to see the items for life interests and reversion given seperately; and he should like to know whether they had a large amount invested in life interests.

The Chairman said the amount invested in life interests was very small indeed—a mere nothing as compared with that invested in reversions. There was no objection to these items being separated. He then moved the adoption of the report.

Mr. C. Pemberton seconded the motion, and it was unanimously agreed to.

Mr. Joseph Dodds, M.P., said he had very much pleasure in moving the next resolution, "That the recommendation of the directors in their report now presented, as to the payment of dividend and bonus be adopted, and that a dividend and bonus together, after the rate of ten per cent. per annum, free of income tax, be paid to the shareholders upon the paid-up capital of the company for the year ending the 30th September, 1869." In moving this resolution, he felt it to be unnecessary to take up the time of the meeting by any observations. The report and statement of accounts were so full that, even without the chairman's explanation, he was sure every shareholder must be in possession of all the facts and circumstances of the case; and it was gratifying to all of them to find that not only could this amount of dividend be paid, but that even a larger amount might have been paid, had the directors thought fit to recommend it. However as in the exercise of their wisdom they had confined it to ten per cent. he was perfectly satisfied, and had no doubt all the other shareholders would be. He had never previously attended one of these annual meetings, and therefore perhaps he might be permitted to take this opportunity of expressing his gratification at the admirable manner in which the business of the company had been transacted from its formation to the present time. He saw that this was the bonus year, and although the advice might not come with very good grace from himself, as he had not done a great deal for the office, still he would venture to suggest to his brother shareholders that they should use their best efforts during the current year to make the new business as much in advance of that of former years as possible, and so increase the result when the next division of profits took place. He had very much pleasure in moving the resolution.

Mr. Swinburne seconded the proposition, which was at once carried.

On the motion of Mr. Maude the retiring directors were severally unanimously re-elected.

Mr. Theodore Waterhouse was re-elected as the shareholders' auditor, and Mr. Francis Worsley the auditor for the directors, for the ensuing year.

The Chairman said that that concluded the business of the meeting, and thanked the proprietors for their attendance.

Mr. Maude proposed a vote of thanks to the chairman for his conduct in the chair that day, and to the directors generally for their able management during the past year, which he thought they were fully entitled to.

Mr. Dodds, M.P., said he felt much pleasure in being permitted to second the motion. He was sure that all the shareholders must feel that the business of the company had been most admirably managed.

The resolution having been carried,

The Chairman thanked them on his own behalf and that of his colleagues for this kind expression of their approval, and said it would always be their endeavour to do everything in their power to promote the best interests of the company. They must not forget, however, that they were assisted by able officers on both sides of him (the secretary and solicitor) and most efficient clerks in the office, to whom he was sure the shareholders would be glad to express their warmest thanks.

Mr. F. R. Ward then proposed, and Mr. C. Pemberton seconded, a vote to the secretary, the solicitor, and the office staff, and it was carried unanimously.

Mr. F. McGedy returned thanks for himself and staff for this renewed mark of their kindness. All he could say was that he hoped the shareholders would follow out Mr. Dodds' suggestion, and do all they could to increase the business of the company in the current year, and outstrip that of any preceding year.

M. G. J. Durrant (the solicitor) also acknowledged the compliment, and said that, after a connection with them from the first inception of the society to the present time, it was satisfactory to find that that connection had given approval.

The proceedings then terminated.

SCOTS LAW SOCIETY.

The annual dinner of this society took place on Saturday afternoon in the Café Royal, Edinburgh. The chair was occupied by Lord Ardmillan, while Mr. John Mathieson, S.S.C., senior president of the society, discharged the duties of croupier. After dinner the chairman proposed the usual loyal and patriotic toasts, Mr. Penn, Glasgow, replying for that of the Army, Navy, and Volunteers. The chairman then proposed the toast of the evening, "The Scots Law Society," in a speech of considerable length. Towards the close of his address he referred to the Royal Commission lately appointed. "He anticipated great advantage from the efforts which were being made at present to increase the expedition, the simplicity, and the economy of law. He had no doubt but good would be the result of the labours of the Law Committee now sitting under the chairmanship—and appropriate chairmanship—of Lord Colonsay. At the same time, he might say that occasionally there were some carpings and objections which were not well founded, and that it would be found that there were more instances of groundless and ignorant complaint than people who knew nothing of the subject were apt to imagine." Lord Ardmillan concluded by expressing his cordial wishes for the continued success of the Scots Law Society. The remaining toasts were:—"The College of Justice," by Mr. Millie, LL.B.—reply by Professor Muirhead; "The Universities of Scotland," by Mr. Traill, M.A.—reply by Professor Macpherson; "The Provincial Bar," by Mr. Nevay, advocate—reply by Mr. Penn; "The Retiring Office Bearers," by Mr. Lawrie—reply by Mr. Cargill, secretary; "The Honorary Members," by Mr. Mr. Smith—reply by Mr. Beveridge, S.S.C.; "The Associated Societies of the Universities,"—replies by Mr. Thomson, S.S.C., and Professor Muirhead; "The Ladies," by Mr. Chalmers—reply by Mr. Pinnington; "The Croupier," by Mr. M'Clymont; "The Chairman," by the croupier, &c.

OBITUARY.

MR. WILLIAM HEATON.

We have to announce the death of Mr. William Heaton, Solicitor, of Rochdale, which took place the 23rd March, after a short illness. The late Mr. Heaton had been in practice at Rochdale for fifty years, having been certificated in Trinity Term, 1819; and for the last thirty years filled the office of clerk to the magistrates of that borough, which office has become vacant by his death. Mr. Heaton also exercised the functions of a perpetual commissioner.

MR. THOMAS CHUBB.

We have to record the death of Thomas Chubb, Esq., solicitor, of Malmesbury, Wilts, Deputy High Steward and Justice of the Peace of the borough, who expired at Malmesbury on the 26th March. Mr. Chubb's professional career began in Michaelmas Term, 1820, and he has been a commissioner for taking affidavits, a commissioner to administer oaths, and a perpetual commissioner for Wilts and Gloucestershire. Since 1848 he had been in partnership with his son, Mr. Thomas Henry Chubb, who holds the office of Town Clerk of Malmesbury, Clerk to the Borough Magistrates, and Clerk to the Deputy Lieutenancy.

MR. EDWARD MAXWELL.

The death of Mr. Edward Maxwell, of the firm of Maxwell & Moore, Solicitors, of South Shields, took place on

March 27th, of inflammation of the lungs, after a brief illness. Mr. Maxwell was certificated in Trinity Term, 1849, and formerly was in partnership with Mr. S. C. Watson Buckle, of Peterborough; but for the last sixteen years he had been in practice in South Shields, his partner being Mr. Joseph Mason Moore. The deceased gentleman was one of the churchwardens of St. Hilda's Church, a governor of the Naval School of South Shields (founded by the late Dr. Winterbottom), a director of the South Shields Savings Bank, and secretary to the 3rd Durham Artillery Volunteers. Mr. Maxwell was also a commissioner to administer oaths in chancery. In 1853 he married a daughter of the late Christopher Wood, Esq., who survives him, with six children.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The Examiners have appointed Thursday, the 29th April, for the Intermediate Examination of persons under articles of clerkship to attorneys; candidates for examination are to attend on that day at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., to be left with the Secretary of the Incorporated Law Society on or before Wednesday, the 7th April.

The regulations in all other respects are identical with those already published.

FINAL EXAMINATION.

The Examiners have appointed Tuesday, the 27th, and Wednesday, the 28th April, for the examination of persons applying to be admitted attorneys; candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery Lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., to be left with the Secretary of the Incorporated Law Society on or before Wednesday, the 14th April.

In all other respects the regulations for this examination are exactly similar to those already published.

THE HOUSE OF LORDS ACTING JUDICIALLY.

Theoretically, this Court consists of the entire number of the House of Lords; practically, none participate in decisions except those who are known as "law lords," being persons who are peers, and are acting judicially, or who have theretofore held judicial positions. The House may call in the common-law judges to advise and assist them, but the latter cannot give a decision, nor even ask a question, and their advice may be overruled: 2 Macq. 582, 599. The equity judges cannot be summoned unless they are Privy Councillors. The difference between the theoretical and practical organization of the House of Lords leads to results sufficiently curious. As a matter of theory, "there is nothing in the resolution of the House, nor in law or anything except the general understanding and practice of the House, which would debar any half-dozen of the House coming down, and sitting upon appeals and overruling the Law Lords." In practice, the only use of the lay lords is to constitute a quorum. As the rules require that three should constitute a quorum, when only one or two "law lords" are present, one or two lay peers must be called in simply to form a quorum. They are termed in ridicule, "lay figures," take no part in the decision, and do not feel bound to pay any attention to the proceedings. On a recent occasion, the Lord Chancellor alone constituted the "House of Lords" with two lay peers to form a quorum. He may thus sit on appeal from his own decision, and his vote alone will sometimes affirm his own decision: 2 Macq. 584, note. Ordinarily the Court consists of from three to five "law lords." Of the present "law lords" not one has ever been a judge in the common-law courts, though several of them have had great experience in the equity tribunals.—*American Law Register.*

COURT PAPERS.

HILARY VACATION, 1869.

ADDITIONAL GENERAL RULES made by the Judges for the time being for the Trial of ELECTION PETITIONS in ENGLAND pursuant to the Parliamentary Elections Act, 1868.

1. All claims at law or in equity to money deposited or to be deposited in the Bank of England for payment of costs, charges, and expenses payable by the petitioners pursuant to the 16th General Rule, made the 21st of November, 1868, by the judges for the trial of election petitions in England, shall be disposed of by the Court of Common Pleas or a judge.

2. Money so deposited shall, if, and when the same is no longer needed for securing payment of such costs, charges, and expenses, be returned or otherwise disposed of as justice may require, by rule of the Court of Common Pleas or order of a judge.

3. Such rule or order may be made after such notice of intention to apply, and proof that all just claims have been satisfied or otherwise sufficiently provided for as the Court or judge may require.

4. The rule or order may direct payment either to the party in whose name the same is deposited, or to any person entitled to receive the same.

5. Upon such rule or order being made, the amount may be drawn for by the Chief Justice of the Common Pleas for the time being.

6. The draft of the Chief Justice of the Common Pleas for the time being shall, in all cases, be a sufficient warrant to the Bank of England for all payments made thereunder.

Dated the 25th day of March, 1869.

SAMUEL MARTIN,
J. S. WILLES,
COLIN BLACKBURN,
The Judges for the Trial of Election Petitions in England.

COURT OF PROBATE,
AND
COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Easter Term, 1869.

Causes without Juries.

Friday	April 16	Saturday	April 24
Saturday	„ 17	Wednesday	„ 28
Wednesday	„ 21	Thursday	„ 29
Thursday	„ 22	Friday	„ 30
Friday	„ 23	Saturday	May 1

The causes in the Court of Probate will be taken first.

Common Juries.

Wednesday	May 5	Saturday	May 8
Thursday	„ 6	Wednesday	„ 12
Friday	„ 7	Thursday	„ 13

The trials by jury in the Court of Probate will be taken first.

The judge will sit in chambers to hear summonses at eleven o'clock, and in court to hear motions at twelve o'clock, on Tuesday, April 20th, and on each succeeding Tuesday until Tuesday, May 11th, inclusive.

All papers for motions in the Court of Probate must be left with the clerk of the papers in the registry of that court, and for motions in the Divorce Court with the chief clerk in the registry of that court, before two o'clock on the preceding Thursday.

EASTER TERM.—On Wednesday last the offices of the common law courts re-opened in preparation for Easter Term. The arrears in the Common Pleas number 66, in addition to the petitions under the Parliamentary Elections Act. Master Gordon has been appointed the master under the Act, and Mr. Edwin C. Cooke, of the Rule-office, the clerk of the petitions. There are still five registration appeals to be heard.

TAUNTON ELECTION PETITION.—On Monday afternoon a telegram was received at Taunton stating that a petition had been lodged against the return of Mr. Henry James (Liberal), to whom Mr. Justice Blackburn awarded the seat forfeited by Mr. Serjeant Cox. Bribery is alleged—the payment of fees for attending the barristers' court, like payment being the reason for which Mr. Cox was unseated. The petitioners are Mr. William Scully and Mr. Herbert Poole.

CRIME AND DRUNKENNESS.

A Parliamentary paper has just been issued giving some valuable statistics respecting public houses and beer houses in twelve of the largest boroughs in the country, showing the relations between crime and drunkenness. In Bradford there is one licensed house for every 193 of the population; the indictable offences are in the proportion, per 1,000, of 2.89; the known thieves, 1.045; and the number of persons proceeded against for drunkenness, 2.683. At Derby there is a licensed house to every 125 of the population; the indictable offences are 1.74; the known thieves, 1.671; and the number proceeded against for drunkenness, 6.081. At Hull the number of inhabitants to each licensed house is 191; the number of indictable offences 2.13; the number of known thieves, 1.02; the number of persons proceeded against for drunkenness, 9.727. Leeds has one licensed house for every 220 of the population; indictable offences, per 1,000, 5.416; known thieves, 2.08; proceeded against for drunkenness, 6.584. Liverpool has one licensed house for every 166 of the population; indictable offences, 10.491; known thieves, 1.124; proceeded against for drunkenness, 32.556. Manchester (city) has one licensed house to every 132 of the population; indictable offences, per 1,000, 22.964; known thieves, 2.098; proceeded against for drunkenness, 28.195. Newcastle-upon-Tyne has one licensed house to every 131 of the population; indictable offences, 3.751; known thieves, 1.656; proceeded against for drunkenness, 16.03. Nottingham has one licensed house for every 162 of the population; number of indictable offences, 0.966; known thieves, 1.596; proceeded against for drunkenness, 2.041. Salford has one licensed house to every 156 of the population; offences, 9.139; known thieves, 1.318; proceeded against for drunkenness, 6.219. Sheffield has one licensed house for every 132 persons; offences, 2.63; known thieves, 0.653; drunkards proceeded against, 5.519. Stockport has one licensed house to every 205 persons; offences, 1.042; known thieves, 0.384; proceeded against for drunkenness, 16.331. Sunderland has one licensed house for every 149 persons; offences, 1.05; known thieves, 0.476; proceeded against for drunkenness, 7.327.—*Pall Mall Gazette.*

SUICIDE OF A SOLICITOR.

An inquest was held at Gloucester, on Saturday evening, on the body of Mr. Frederick Woodcock, solicitor, aged thirty-eight, who died from a pistol shot wound in the head, inflicted by his own hand. Mrs. Woodcock was too ill to attend, and the coroner attended at her bedside and took her deposition. Mrs. Woodcock stated that her husband had been depressed since November, and that his depression had entirely arisen from the Gloucester election petition. It seemed that at the election he acted as a subsheriff, and that while so acting he gave a policeman a glass of sherry. When the petition was presented he feared he should be called to speak to this matter. Further, he refused to record a vote tendered at the moment the clock was striking four, and he feared that this would be brought up. The depression was accompanied by delusions, one of which was that he had committed the "unpardonable sin." Dr. Washbourn was consulted, and took the deceased to Dr. Rainer's establishment at Malvern. While from Gloucester he was much better, but as soon as he came back the delusions returned. At length it was arranged that he should travel, and a gentleman named Ireland was to travel with him. On Wednesday morning Mr. Ireland and Mrs. Woodcock walked out into the garden. As the deceased did not follow them, as they expected, and as a slight noise was heard, Mrs. Woodcock returned, went to her bedroom, and found her husband lying on the floor on his side, a six-barrelled Colt revolver pistol in his left hand, which was under him, and a small wound in his forehead, just over the nose. It was then found that the unfortunate gentleman had shot himself, and that the ball had lodged in his head. Strange to say, he recovered consciousness, and was conscious nearly up to the time of his death, which took place on Friday. The ball was found after death at the back of the head, it having passed between the two hemispheres without hurting the substance of the brain. Further evidence showed that he had a relative in an asylum, and that his cousin lately committed suicide in London, and that the death of the latter greatly affected the deceased. The coroner commented on the fact that a revolver should have been left accessible to the deceased, in the state in which he was, and bore a warm tribute to Mr. Woodcock's personal worth. A verdict of "Temporary insanity" was returned.

PUBLIC COMPANIES.

LAST QUOTATION, April 2, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, May 6, 93	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 91⅛	Ex Bills, £1000, 5 per Ct. p m
New 3 per Cent., 91⅝	Ditto, £500, Do 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account, 240 x d
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 112⅞	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100⅝	Do. Bonds, 5 per Ct., £1000 17 p.n
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b, 17 pm
Ditto Enfaced Ppr., 4 per Cent.	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	80
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	37
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	108
Stock	Do., A Stock*	100	108⅝
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	49½ x d
Stock	Do., West Midland—Oxford	100	25 x d
Stock	Do., do.—Newport	100	30 x d
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	48⅛
Stock	London, Chatham, and Dover	100	16½
Stock	London and North-Western	100	115½
Stock	London and South-Western	100	88
Stock	Manchester, Sheffield, and Lincoln	100	56
Stock	Metropolitan	100	101⅛
Stock	Midland	100	116½
Stock	Do., Birmingham and Derby	100	85
Stock	North British	100	36
Stock	North London	100	122
Stock	North Staffordshire	100	57
Stock	South Devon	100	43
Stock	South-Eastern	100	75⅛
Stock	Do., Deferred		45
Stock	Taff Vale	100	150

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	5 0 0	6 17 6
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 2 6
2700	5 per cent	Equitable Reversionary...	105	...	96 0 0
4000	5 per cent	Do. New	50	50 0 0	45 10 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	...	Home & Col. Ass., Limtd.	50	5 0 0	1 5 0
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	6 per cent	Law Fire	100	2 10 0	3 15 0
10000	32½ pr cent	Law Life	100	10 0 0	90 0 0
100000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 5 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 8	4 15 0
40000	12 pc & bs	North Brit. & Mercantile	50	6 5 0	20 15 0
2500	12½ & bns	Provident Life	100	10 0 0	35 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	306 0 0
—	6½ per cent	Sun Fire	...	All	168 0 0

MONEY MARKET AND CITY INTELLIGENCE.

The money market presented few matters for observation during the earlier portion of the week, and no very great variation in prices was to be noticed. On Thursday the directors of the Bank of England raised the rate of discount from three per cent., at which it had stood for just three months, to four per cent. This step, which took speculators a good deal by surprise, led to a slight fall in consols, and a corresponding decline in railway stocks and other securities.

At the annual meeting of the Prudential Assurance Company, held yesterday, the following results were stated:—The new premium income for the year ending 31st December, 1868, amounted to £87,758, the corresponding amount for

1867 being £54,819. This income has been derived entirely from the resources of the Prudential, and not from any amalgamation or transfer. The premium income at the close of the year amounted to £220,978, after making allowance for all policies, lapsed or surrendered, the assurance fund amounted to £241,301 against £172,959 at the close of 1867, being an increase of £68,341. The directors drew the special attention of their new connections to the circumstance that sixteen years since they inaugurated a plan of weekly audit; this system is still carried out by them, and by its adoption they are enabled to control the operation of the company in the most efficient manner.

The solicitors of Hartlepool have resolved to petition her Majesty in Council, with the view of securing separate county court jurisdiction in Admiralty cases arising in that port, instead of being obliged to resort to the Stockton County Court for the adjudication of such disputes.

The arrangements have now been completed for the dinner to be given to the Lord Advocate, by his friends and constituents in London. It will take place in St. James's Hall on Saturday, April 10. The Duke of Argyll will preside, and among those who are expected to be present are Earl Russell, Mr. Gladstone, the Chancellor of the Exchequer, the Earl of Minto, Lord Kinnaird, and a large proportion of the Scotch members.

The *Journal Officiel* publishes the criminal statistics for 1867, which show an increase of crime in France. The average number of persons tried is 100,000 inhabitants. The figures vary much in the different departments. In Corsica there were twenty-four accused in 100,000; in the Bouches du Rhone, thirty; in the Seine, thirty-five; in the Cher, only three. It is a curious fact that the number of well educated and totally uneducated accused showed a decrease, while amongst those who could read and write a little there was an augmentation of 2½ per cent., and amongst those who could read and write well an augmentation of over 5½ per cent., which shows the danger of a little learning. The number of political offenders rose from 92 in 1866 to 162 in 1867. The number of cases in which juries found extenuating circumstances amounted to 70 per cent. There were twenty-five persons sentenced to death.—*Pall Mall Gazette.*

THE SOUTH-WEST RIDING ELECTION PETITION.—Sir Tatton Sykes, the high sheriff, has issued an official notice to the effect that the proceedings with respect to the petitions against Lord Milton and Mr. H. F. Beaumont will be opened on Tuesday, the 13th of April. It is expected that the inquiry will be held at Wakefield, and it is believed that Justice Willes will be the judge.

A LEGAL OMISSION.—A singular legal omission has occasioned much inconvenience in Edmonton, Tottenham, Enfield, and Stoke Newington. The annual licensing meeting for these neighbourhoods has just been held at the first-named place; the magistrates being Messrs. J. Meyer (chairman), J. Abbis, (late alderman), F. Ford, E. Shepherd, and Colonel Somerset. When the first case was taken a very unpleasant discovery as regarded the applicants was made. By 9 Geo 4, c. 61 (the General Licensing Act), it is imperative that notices for new licences shall be affixed to the church or chapel doors during three several Sundays "between" the first day of January and the last day of February; and it was found that the notices in every case but one (where the applicant had seen to the matter himself) had been affixed on the last three Sundays in February. Inasmuch as the month ended with a Sunday, the magistrates held that the Act had not been complied with, the word "between" shutting out the last day of the month. Barristers and solicitors argued that "between" meant the same as "within" —including the first and last days of any particular time, but the justices held a contrary opinion. "Had this been leap year," they pointed out, "the last day of February would have been on a Monday, and then the law would have been complied with. As it was, all the applications must be thrown over for twelve months." The applicants prepared a respectful memorial, in which they stated that they employed Mr. Jessopp, the magistrate's clerk, on their behalf, but that he had neglected to post the notices in proper time. As, therefore, the fault was not their own, they prayed the bench to take some means in order that the respective applications might be heard on their merits. The magistrates have, however, felt bound to insist upon the requirements of the law being carried out.—*Standard.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FRY—On March 25, at 6, The Grove, Highgate, the wife of Edward Fry, Esq., of Lincoln's-inn, of twin daughters.

LORD—On April 1, at Sussex-house, Alexandra-road, N.W., the wife of Henry William Lord, Esq., Barrister-at-Law, of a son.

LUSHINGTON—On March 30, at 87, Eccleston-square, the wife of Vernon Lushington, Esq., of a daughter.

MAY—On March 27, at 13, Fitzwilliam-square, Dublin, the wife of George A. C. May, Esq., Q.C., of a daughter.

PARRY—On March 22, at No. 20, Upper Gloucester-place, Dorset-square, the wife of Mr. Serjeant Parry, of a daughter.

MARRIAGES.

BLAIR—KERR—On March 31, at 9, Great Stuart-street, Edinburgh, Alexander Blair, Esq., M.A., Advocate, to Fairley, daughter of Robert Kerr, Esq., of Chapeldonan, Ayrshire.

HUNTER—BROWNING—On March 30, at St. Giles, Oxford, Robert Hunter, Esq., M.A., of Lincoln's-inn-fields, to Emily, daughter of J. S. Browning, Esq., of Northgate, Oxford.

LEWIN—BAILLIE—On March 29, at St. Paul's Chapel, Edinburgh, Frederick Albert Lewin, Esq., of Lincoln's-inn, to Ella, daughter of the late William Robert Baillie, Esq., W.S., Edinburgh.

PRIOR—LANG—On March 30, at St. Mary's, Harrow-on-the-Hill, Middlesex, John Templer Prior, Esq., Barrister-at-Law, to Louisa, daughter of Arthur Lang, Esq., of West-hill, Harrow-on-the-Hill.

DEATHS.

CHUBB—On March 26, at Malmesbury, Wilts, Thomas Chubb, Esq., Deputy High Steward and J.P. of the Borough, aged 76.

GACHES—On April 1, Mary, wife of William Daniel Gaches, Esq., Solicitor, Peterborough, aged 44.

HEELIS—On March 30, at Appleby, Westmorland, John Heelis, Esq., Solicitor, in his 72nd year.

MAXWELL—On March 27, at Wellington-terrace, South Shields, Edward Maxwell, Esq., Solicitor, aged 42.

MOXON—On March 25, at Cannon House, Hanley, Staffordshire, James Moxon, Esq., Solicitor, aged 51.

RIMER—On March 30, at Kingston-on-Thames, Grace, the wife of Henry Rimer, Esq., Solicitor, aged 37.

SCANLAN—On March 22, at Powis-place, Great Ormond-street, John Joseph Scanlan, Esq., Barrister-at-Law, Editor of the "Observer."

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, March 26, 1869.

LIMITED IN CHANCERY.

Aberdare Merthyr Steam Coal Company (Limited).—Petition for winding up, presented March 23, directed to be heard before Vice-Chancellor Malins on April 16. Vining & Son, Moorgate-st-buildings; for G. B. & H. Murly, Bristol, solicitors for the petitioners.

Gartness Iron and Steel Works Company (Limited).—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, to Herbert Harris Cannan, 8, Walbrook. Thursday, May 20, at 12, is appointed for hearing and adjudicating upon the debts and claims.

General Provident Assurance Company (Limited).—Vice-Chancellor Malins has appointed April 14, at 12, at his chambers, to make a call on the contributories of the above company, and the official liquidator proposes that such call shall be for £5 per share.

Ipstones Park Colliery Company (Limited).—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, to Joseph Burton, Manchester. Friday, May 21, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Panama, New Zealand, and Australian Royal Mail Company (Limited).—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, to John Young, 16, Tokenhouse-yard. Tuesday, May 25, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Valgodemara Mining Company (Limited).—The Master of the Rolls has, by an order dated March 20, ordered that the voluntary winding-up of the above company be continued. Vallance & Vallance, Essex-st, Strand, petitioners' solicitors.

Valparaiso Water Works Company (Limited).—Petition for winding-up, presented March 20, directed to be heard before Vice-Chancellor Malins on April 16. Tucker, St Swithin's-lane, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

Dublin and Meath Railway Company.—Order for confirming a scheme of arrangement between the above company and their creditors, made by Vice-Chancellor Malins on March 19. Smith, Golden-sq, solicitor for the company.

TUESDAY, March 30, 1869.

LIMITED IN CHANCERY.

Bristol Soap and Trading Company (Limited).—Petition for continuing the Winding-up, presented March 24, directed to be heard before the Master of the Rolls on April 17. Whites & Co, Budge-row, Cannon-st, for Press & Inskip, Bristol, solicitor for the petitioner.

Clarence Hotel Company, Dover (Limited).—Petition for winding-up, presented March 23, directed to be heard before Vice-Chancellor Stuart on April 16. Long, Raymond-buildings, Gray's-inn, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

Anglo-Californian Coal Mining Company.—Vice-Chancellor Malins has appointed April 19, at 1, at his chambers, to make a further call of one shilling and sixpence per share on all the contributories of the above company.

Friendly Societies Dissolved.

TUESDAY, March 30, 1869.

Telegraph Clerks' Provident Fund, 101, Cannon-st. March 25.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 26, 1869.

Allen, John Reuben, Edgbaston, Warwick, Pearl Button Maker. May 1. Haines v White, M.R. Stubbs & Fowke, Birm.

Barnard, Augusta Louisa Susan, Plymtree, Devon, Widow. April 27. Carrick v Ford, M.R. Floud, Exeter.

Foulkes, Edwd, Salford, Lancaster, Gent. April 13. Boyes v Foulkes, M.R. Byrne, Whitehall-pl.

Grafton, Chas, Oxford, Ironfounder. April 19. Grafton v Giles, V.C. Malins. Hazel, Oxford.

Moryoseph, Judah, Bevis Marks, Grocer. May 1. Moryoseph v Moryoseph, M.R. Solomon, Finsbury-pl.

Robinson, Wm R, Hyde-pk-ter, Esq. April 19. Curtis v Robinson, V.C. Stuart. Toogood, Parliament-st, Westminster.

Sutton, Wm, Wilton, York, Stonemason. May 1. Paineby v Moore, V.C. Stuart. Craven, Dean's-ct, Doctors'-commons.

Williams, Agnes Constance Shakespear, Frimley, Surrey, Spinster. April 15. Maybury v Palmer, M.R. Strangways, King's-rd, Bedford-row.

TUESDAY, March 30, 1869.

Clarke, Addison, Summerhill, Lancaster, Esq. April 7. Clarke v Clarke, M.R. Sharp, Lancaster.

Folds, Jas, Bolton-on-the-Moors, Lancaster, Clerk. May 12. Jones v Casson, V.C. Stuart.

Ross, Thos, Kilravock-house, South Norwood-hill, Esq. May 1. Hicks v Ross, V.C. James. Theobald, Furnival's-inn.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 26, 1869.

Allen, Wm, Hatton-garden, Linendraper. May 1. Harris, Bishopsgate-churchyard.

Cambers, Hy, Surbiton Hill, Surrey, Gent. May 15. Walter, Clifford's-inn, Fleet st.

Chatfield, Thos, Nine Elms-lane, Wandsworth-rd, Licensed Victualler. May 25. Pidding & Wade, Clifford's-inn.

Driver, Hy, New Windsor, Berks, Draper. May 31. Darvill & Co, Windsor.

Fenwick, Joseph, South-side, Northumberland, Esq. May 12. Spour & Carr, Alnwick.

Ferguson, Geo Wm Hy, Cardiff, Glamorgan, Gent. April 23. Ingledew & Ince, Cardiff.

Harrison, John, Seaforth, Lancaster, Gent. April 10. Atkinson & Co, Lpool.

Higgins, Richd, Manch, Estate Agent. May 12. Howarth & Turner, Manch.

Kay, John, Sheffield. May 1. Taylor, Sheffield.

Law, Rev Edwd, Barnes, Surrey, Clerk. June 21. Davidson, Spring-gardens.

Molyneux, Hy, Lpool, Timber Merchant. April 2. Atkinson & Co, Lpool.

Pearson, Milner, Wrose, York, Gent. May 1. Holmes, Shipley, nr Bradford.

Riddet, Ann, Hampstead-road, Widow. May 10. Davis, Charles-sq Hoxton.

Stratton, Thos, Old-sq, Lincoln's-inn, Barrister. May 1. Beckett, Warwick-st, Golden-sq.

Thomas, Rev Evan Price, Cardiff, Clerk. May 3. Stockwood, Bridgend.

Twohig, Mary, St. Paul's-rd, Camden New-town, Widow. May 10. Gibson & Sons, Lincoln's-inn-fields.

Urmston, Peter, Bolton, Lancaster, Beerseller. May 1. Gerrard, Bolton.

Uwins, John Martin, Worthing, Sussex, Hotel Keeper. May 1. Verrall, Brighton.

Walsh, Lucy, Lpool, Restaurent Proprietor. April 14. Teebay & Lynch, Lpool.

Wilson, Wm, Carlisle, Cumberland, Miller. May 3. McAlpin, Carlisle.

Wood, Thomas, Atherstone, Warwick, Gent. May 20. Power & Taylor, Atherstone.

TUESDAY, March 30, 1869.

Anderson, Geo Jennings, Langwith, York, Farmer. April 23. Holtby, York.

Bairstow, Wm Bottomley, Lpool, Innkeeper. June 1. Underhill, Lpool.

Beeching, Saml, Ramsgate, Kent, Shipbuilder. May 24. Snowden, Ramsgate.

Branston, Wm Burrows, Leicester, Comm Agent. July 1. Dalton, Leicester.

Cambers, Hy, Surbiton-hill, Gent. May 15. Walter, Clifford's-inn.

Coote, John, Bishop's Stortford, Herts, Gent. May 29. Sturcy, Birchin-lane.

Dorning, Harriett, Higher Broughton, Lancaster, Widow. May 24. Bellhouse & Bond, Manch.

Fane, Colonel Hy Edwd, Avon Tyrrell, Hants, M.P. May 17. Tucker, Barnstaple.

Greenwell, Danl Bowerby, Northumberland, Master Mariner. June 1. Ingledew & Daggett, Newcastle-upon-Tyne.

Kirkwood, Wm, Monkwearmouth Shore, Durham, Shipowner. May 25. Wilford, Sunderland.

Manning, Chas, Rougham, Suffolk, Farmer. April 8. Walpole, Bury St Edmunds.

Martin, John, Harrowgate-rd, South Hackney, Letter Sorter. July 1. Pritchard & Sons, 6 Knightrider-st.

Nalder, John, Brunswick-st, Clerkenwell. June 24. Nalder, Brunswick-st, Clerkenwell.

Wright, Thos, Haxby, York, Yeoman. April 23. Grayston, York.

Deeds registered pursuant to Bankruptcy Act, 1869.

FRIDAY, March 26, 1869.

Ancell, Theodore Robt, Lower Calthorpe-st, Gray's-inn-rd, Gent. March 3. Comp. Reg March 25.

Barnett, John, Birm, Jeweller. March 10. Comp. Reg March 23.

Barrow, Thos, Stepney, Packing Case Maker. March 18. Comp. Reg March 24.

Bell, Jas, Lausanne-rd, Queen's-rd, Peckham, Builder. March 2. Asst. Reg March 24.

Bellamy, Thos Gains, & Edwin Saml Bellamy, Leicester, Boot Manufacturers. Feb 25. Asst. Reg March 24.

Bennett, Francis, Lpool, Shoe Dealer. March 6. Comp. Reg March 24.

Buss, Geo Edwd, Pluckley, Kent, Farmer. Feb 16. Asst. Reg March 23.

Buss, Saml Sutton, Plaxtol, Kent, Grocer. Feb 27. Asst. Reg March 25.

Clarke, John Saml Norman, Birm, Grocer. March 1. Asst. Reg March 25.

Court, Matthew Wm, Milton-next-Gravesend, Kent, Draper. March 1. Comp. Reg March 25.

Crockford, Fredk, Boulogne-sur-Mer, France, Gent. Feb 17. Asst. Reg March 23.

Ellison, John Stephen, Norwich, Tea Dealer. Feb 15. Asst. Reg March 23.

Fox, Jas, Monks Coppenhall, Chester, Bootmaker. March 5. Comp. Reg March 23.

Galwey, St John Dupond, Brecknock-crescent, Camden-town, Captain 96th Regiment. Dec 16. Comp. Reg March 23.

Gettings, Geo, Ralph Gettings, & Chas Gettings, Birm, Ironmasters. Feb 20. Comp. Reg March 24.

Goodison, Geo, & John Lee, Leeds, Brush Manufacturers. March 16. Comp. Reg March 25.

Grant, Andrew, Bolton-le-Moors, Lancaster, Grocer. Feb 24. Asst. Reg March 24.

Graygoose, Wm Chas, 6t Queen-st, Lincoln's-inn, Furniture Dealer. Feb 27. Comp. Reg March 24.

Greenway, Jas, Kidsgrove, Stafford, Grocer. Feb 26. Comp. Reg March 24.

Guille, Chas Wm, Guildford, Surrey, Draper. March 5. Comp. Reg March 25.

Haizelden, Hebron, Lewisham, Kent, Builder. March 4. Asst. Reg March 22.

Hirst, Thos, Huddersfield, York, Draper. March 1. Comp. Reg March 24.

Howard, Wm, & Joseph Howard, Worthing, Sussex, Brickmakers. March 15. Comp. Reg March 23.

Howarth, Mary Ann, Rochdale, Lancashire, Beer Seller. March 1. Comp. Reg March 24.

Ingram, Wm, Bilston, Stafford, Grocer. March 8. Asst. Reg March 25.

Jarrett, Wm John, Sittingbourne, Kent, Baker. March 8. Comp. Reg March 24.

Jowett, Benj, Bradford, Stuff Merchant. Jan 27. Comp. Reg March 25.

Kett, Wm Woodhouse, Norwich, Linendraper. Feb 24. Comp. Reg March 24.

Knight, Alfd, High-st, Whitechapel, Jeweller. Feb 24. Asst. Reg March 23.

Laverick, Robt. Witton-le-Wear, Durham, Grocer. March 17. Comp. Reg March 23.

Luscombe, John Wm Light, Kingsteignton, Devon, Currier. March 3. Assurance. Reg March 24.

Maddison, Joseph, Crook, Durham, Builder. March 4. Asst. Reg March 25.

Marley, Thos, & Geo Marley, Gaunless Mill, Durham, Corn Millers. Feb 19. Asst. Reg March 24.

Masters, Joseph, Archer-st, Notting-hill, Cheesemonger. March 3. Comp. Reg March 25.

McMillan, Angus, East Stonehouse, Devon, Draper. March 3. Asst. Reg March 23.

Mitchell, Wm, jun, Wellington-pl, Holloway-rd, Hosier. March 13. Comp. Reg March 22.

Northey, John, Cable-st, Wellclose-sq, Cheesemonger. March 13. Comp. Reg March 25.

Padley, Hy, Charlotte-st, Portland-pl, Butcher. Feb 24. Comp. Reg March 24.

Parry, Richd, Newtown, Montgomery, Draper. March 3. Comp. Reg March 24.

Pocock, Geo Pearce Covett, Leyton, Essex, Builder. Feb 27. Asst. Reg March 24.

Purden, Francis, Stafford, out of business. March 18. Comp. Reg March 23.

Rossiter, Alfred Geo, Jewin-st, Box Maker. March 8. Comp. Reg March 23.

Shaw, John, Lancaster, Joiner. Feb 23. Asst. Reg March 24.

Sutherland, Wm, Cardiff, Glamorgan, Draper. March 3. Comp. Reg March 24.

Talbot, Jas, Sheffield, Coal Dealer. Feb 23. Asst. Reg March 22.

Taylor, Wm, Birkenhead, Chester, Ironmonger. March 19. Comp. Reg March 25.

Tuck, John Thos Hattersley, & Jas Robt Slade, Deptford, Kent, Carmen. Feb 16. Comp. Reg March 25.

Williams, John, Rotherhithe-st, Clothier. Feb 26. Comp. Reg March 23.

Williamson, Hy, Brighton, Sussex, Licensed Victualler. Feb 23. Comp. Reg March 23.

Wood, Walter Saml, Eton-villas, Shepherd's-bush, Journalist. March 23. Comp. Reg March 25.

Woolnough, Zachariah, Walpole, Suffolk, Bricklayer. March 2. Asst. Reg March 24.

Westenholm, John Jubb, Sheffield, Coal Dealer. Feb 27. Asst. Reg March 24.

TUESDAY, March 30, 1869.

Belton, Wm, Castle-st, Falcon-sq, Comm Agent. March 23. Comp. Reg March 27.

Briggs, Aaron, & Rawdon Briggs, Elland, York, Woollen Manufacturers. March 2. Comp. Reg March 27.

Brooker, Benj, New Shoreham, Sussex, Builder. March 19. Comp. Reg March 24.

Clements, Saml, Bury St Edmund's, Suffolk, Innkeeper. Feb 27. Asst. Reg March 27.

Erskine, Jas, Lpool. Comm Agent. March 20. Asst. Reg March 27.

Fenton, Edwd Chas, Burslem, Stafford, Draper. March 2. Comp. Reg March 27.
Greenwood, Geo, Brighouse, York, Joiner. March 1. Comp. Reg March 27.
Hipwell, Hy, Cheam, Surrey, Corn Merchant. Feb 19. Asst. Reg March 23.
Lee, Mark Pratton, Back-hill, Hatton-garden, Tailor. March 19. Comp. Reg March 27.
Murray. David Thompson, Leeds, Cloth Merchant. March 3. Asst. Reg March 27.
Payne, Geo, Bury St Edmund's, Suffolk, Lessee of the Theatre Royal. Feb 27. Comp. Reg March 27.
Smith, Hy, High-st, Homerton, Grocer. Feb 27. Comp. Reg March 27.
Thornton, Edwd Lane, Bunhill-row, Skirt Manufacturer. March 15. Comp. Reg March 27.
Vine, Wm, King-st West, Hammersmith, Dealer in Fancy Goods. March 18. Comp. Reg March 27.
Williams, David, Cardiff, Glamorgan, Grocer. March 8. Comp. Reg March 27.
Wills, Wm Greek, Barnstaple, Devon, Tailor. March 11. Comp. Reg March 27.
Worrall, John Wilson, Nottingham, Draper. Feb 27. Asst. Reg March 27.

Bankrupts.

FRIDAY, March 26, 1869.

To Surrender in London.

Adams, Hy, Hanover-pl, Kew, no occupation. Pet March 22. April 15 at 12. Woodbridge & Sons, Clifford's-inn.
Ansell, Joseph, Eagle-st, Shepherdess-walk, City-rd, Feather Manufacturer. Pet March 24. April 15 at 2. Solomon, Finsbury-pl.
Ash, Geo, Prisoner for Debt, London. Pet March 22 (for pau). Pepys. April 22 at 11. Biddles, South-sq, Gray's-inn.
Bartlett, Danl, Prisoner for Debt, Winchester. Adj March 17. Pepys. April 22 at 1.
Basham, Maria, York-rd, King's-cross, Licensed Victualler. Pet March 24. Roche. April 7 at 1. Neale, Kennington-park-rd.
Berthon, Edwd Pearson, Harefield Mills, Iron Manufacturer. Pet March 22. Roche. April 7 at 12. Lawrence & Co, Old Jewry-chambers.
Brooks, Wm, Little Dean-st, Soho-sq, Broom Manufacturer. Pet March 24. April 15 at 2. Drake, Basinghall-st.
Brown, Hy, Prisoner for Debt, Norwich. Adj March 16. April 15 at 12.
Cathcart, Reginald Archibald Edwd, Christina, Norway, Captain. Pet Sept 16. April 28 at 11. Davis, Cork-st, Burlington-gardens.
Cooper, Thos, Wolsey-rd, Teddington, Ironmonger. Pet March 20. April 15 at 11. Marshall, Lincoln's-inn-fields.
Cosson, Joseph Wm, Wellington-st, Woolwich, Milliner. Pet March 23. Roche. April 7 at 12. Buchanan, Basinghall-st.
Cox, Chas, Peter's-hill, Upper Thames-st, Carman. Pet March 17. Pepys. April 23 at 12. Angell, Guildhall-yard.
Culling, Chas, Downham-market, Norfolk, Gunsmith. Pet March 23. Roche. April 7 at 12. Brook, New-inn, Strand.
Davies, Emma. New-inn-yard, Shoreditch. Licensed Cowkeeper. Pet March 24. Roche. April 7 at 1. Hicks, Strand.
Dorling, Robert, Prisoner for Debt, London. Adj March 18. April 21 at 11.
Edwards, John, Prisoner for Debt, Winchester. Adj March 17. April 15 at 12.
Graft, Joseph, Prisoner for Debt, London. Adj March 18. April 21 at 11.
Grainger, Mary Jane, Alfred House, Sutton, Surrey, Schoolmistress. Pet March 24. Pepys. April 22 at 1. Cole, jun, Essex-st, Strand.
Hanks, Hy Lines, Crescent-rd, Plumstead, Builder. Pet March 15. Murray. April 5 at 11. Phillips & Willicombe, Mark-lane.
Harran, Edwd Cowen, Bassett-st, Maldon-rd, Kentish-town, out of employ. Pet March 18. Pepys. April 16 at 11. Sword, Finsbury-pavement.
Hayward, Robert, Lower-marsh, Lambeth, Baker. Pet March 23. Roche. April 7 at 1. Marshall, Lincoln's-inn-fields.
Hirst, Job, Haverstock-rd, Haverstock-hill, Contractor. Pet March 23. April 15 at 1. Barton & Drew, Fore-st.
Houlton, Robt Timothy Wildbore, Barnsbury-rd, Islington, Flour Merchant. Pet March 20. Pepys. April 16 at 12. Taylor, Church-row, Upper-st, Islington.
Jessopp, Hy, Prisoner for Debt, London. Adj March 20. Murray. April 12 at 12.
Jones, Thos, Prisoner for Debt, London. Adj March 18. Murray. April 12 at 11.
Leary, Jas, Prisoner for Debt, London. Adj March 18. April 21 at 11.
Leather, Alex Wm Dow, Prisoner for Debt, London. Adj Feb 18. Murray. April 12 at 12.
Leigh, Egerton, Prisoner for Debt, London. Adj March 18. Murray. April 12 at 12.
Littleford, Wm Osborn, Myddelton-st, Clerkenwell, Jeweller. Pet March 22. Pepys. April 16 at 1. Foster, Gray's-inn-sq.
Marchant, John, Prisoner for Debt, London. Adj March 18. Murray. April 12 at 12.
Maxwell, Wm, Plaistow, Essex, Contractor. Pet March 19. April 15 at 11. Lindo, King's Arms-yard, Moorgate-st.
Meiklam, John, Bryanstone-sq, no business. Pet March 22. April 15 at 12. Lewis & Lewis, Ely-pl.
Norfolk, Geo, Prisoner for Debt, London. Adj March 18. Pepys. April 22 at 2.
Norman, Geo, & Wm Brett Norman, Treherne-rd, Brixton, Builders Pet March 24. Roche. April 5 at 1. West & King, Cannon-st.
Pakes, Geo Fredk, Luton, Bedford, Licensed Victualler. Pet March 24. Roche. April 7 at 7. Linklaters & Co, Walbrook.
Perry, Geo, John-st, Hampstead, Clerk in Holy Orders. Pet March 16. Pepys. April 16 at 11. Shepperd, Moorgate-st.
Pile, Hy John, Prince of Wales'-rd, Kentish Town, of no occupation. Pet March 20. Pepys. April 16 at 2. Watson, Basinghall-st.
Reading, Joseph, Canning Town, Essex, Cooper. Pet March 24. Roche. April 7 at 1. Peckham, Gt Knight Rider-st, Doctors'-commons.
Reville, John, Worplesdon, nr Guildford, Surrey, Mill Manager. Pet March 20. April 15 at 11. Godfrey, Hatton-garden.
Reville, John Mackintosh, Perbright, nr Guildford, Surrey, Miller. Pet March 20. Pepys. April 16 at 2. Godfrey, Hatton-garden.
Robbins, Jas Edwd, Chancery-lane, Licensed Victualler. Pet March 23. Murray. April 5 at 12. Bennett, Furnival's-inn, Holborn.
Rogers, Chas, Belmont-pl, York-rd, King's-cross, Fishmonger. Pet March 19. Pepys. April 16 at 1. Myatt, Arthur-st East, London-bridge.
Samuda, Theodore Walsh, John's-ter, Commercial-rd, Merchant. Adj March 18. April 21 at 11.
Sharland, Jas Noah, New-cross-rd, Deptford, Commercial Traveller. Pet March 23. April 15 at 2. Pullen, Cloisters, Temple.
Simlick, Nicholas, Pelham-street. Spitalfields, Match Box Manufacturer. Pet March 19. April 14 at 2. Hicks, Strand.
Smith, Joseph Stanley, Prisoner for Debt, London. Adj March 18. Murray. April 12 at 12.
Tomkins, Wm Price, Bexley-heath, Kent, Pig Dealer. Adj March 19. Murray. April 12 at 12.
Townshend, Thos, Prisoner for Debt, London. Adj March 18. Pepys. April 22 at 12.
Trippas, Saml. Cornwall-ter-mews, Regent's-pk, Job Master. Pet March 22. Roche. April 7 at 12. Rodwell, Edgware-rd.
Varney, Thos, Prisoner for Debt, London. Adj March 18. April 21 at 11.
Walcot, John Boulton, Leighton Buzzard, Bedford, Dissenting Minister. Pet March 24. Pepys. April 22 at 2. Pettit, Leighton Buzzard.
Webb, Jas, Packington-st, Islington, out of business. Pet March 22. April 15 at 12. Goatley, Bow-st, Covent-garden.
Wilkins, Alfred, Gt Berkhampstead, Hertford, Builder. Pet March 23. Roche. April 7 at 12. Mote, Walbrook.
Wilson, John, Meldreth, Cambridge, Coal Merchant. Pet March 22. Pepys. April 22 at 1. Church & Co, Bedford-row.
Woodgate, Wm, Richmond-rd, New Barnet, Hertford, Solicitor. Pet March 23. Pepys. April 22 at 1. Durant, Guildhall-chambers.

To Surrender in the Country.

Abrey, Joseph, Coggeshall, Essex, Harness Maker. Pet March 17. Cunnington. Braintree, April 6 at 10. Cardinall, Halstead.
Agger, Wm Luke, Cambridge, Hair Dresser. Pet March 22. Eaden. Cambridge, April 10 at 12.30. French, Cambridge.
Andrew, Ralph, Prisoner for Debt, Manch. Adj March 17. Macrae. Manch, April 15 at 1.
Andrews, Thos Arton, Prisoner for Debt, Warwick. Adj March 18. Guest. Birm, April 23 at 10.
Bake, Hy, Rusholme, Lancaster, Architect. Pet March 23. Kay. Manch, April 21 at 9.30. Reddish, Manch.
Beresford, Joseph, Nottingham, Ale Agent. Pet March 24. Patchitt. Nottingham, April 28 at 10.30. Belk, Nottingham.
Bowers, Joseph, Luton, Bedford, Grocer. Pet March 23. Austin. Luton, April 10 at 12. Bailey, Luton.
Boyer, Edwin, Everton, Lancaster, Book Keeper. Pet March 19. Hime. Lpool, April 6 at 2. Ritson, Lpool.
Brasington, Wm, jun, Prisoner for Debt, Manch. Pet March 17. Kay. Manch, April 21 at 9.30. Law, Manch.
Brittain, Edwd, jun, Falkingham, Lincoln, Butcher. Pet March 23. Bell. Bourne, April 13 at 3. Law, Stamford.
Burslam, Jesse, Cheadle-heath, Chester, Stonemason. Pet March 22. Coppock. Stockport, April 9 at 12. Cooper, Congleton.
Carter, John, Hastings, Sussex, Baker. Pet March 23 Young. Hastings, April 10 at 11. Langham & Son, Hastings.
Chappell, Fred, Prisoner for Debt, Lancaster. Adj Feb 18. Kay. Manch, April 21 at 9.30. Leigh, Manch.
Christie, Chas Coke, Prisoner for Debt, Walton. Adj March 19. Lpool, April 7 at 11. Etty, Lpool.
Clover, Jas, Haverhill, Suffolk, Grocer. Pet March 24. Jardine. Haverhill, April 13 at 10. Cardinall, Halstead.
Colley, Wm, Ampleforth, York, out of business. Pet March 24. Leeds, April 12 at 11. Simpson, Leeds.
Cunningham, Jas, Manch, Linen Manufacturer. Pet March 22. Fardell. Manch, April 14 at 12. Chapman & Roberts, Manch.
Daft, Wm, Sheffield, Bootmaker. Pet March 24. Wake. Sheffield, April 9 at 1. Binney & Son, Sheffield.
Dixon, Elijah, jun, King's Cliffe, Northampton, Plumber. Pet March 22. Sherard. Oundle, April 7 at 10. Law, Stamford.
Dyson, Jas, Elland, York, Woollen Manufacturer. Pet March 22. Rankin. Halifax, April 16 at 10. Storey, Halifax.
Easterbrook, John, Torquay, Devon, Builder. Pet March 23. Exeter, April 5 at 11. Bishop, Torquay.
Eales, John, Bampton, Oxford, Baker. Pet March 19. Bishop. Witney, April 8 at 9. Ravenor, Witney.
Farnsworth, Chas, Ashen, Essex, Farmer. Pet March 20. Jardine. Haverhill, April 9 at 3. Jones, Colchester.
Foster, Wm, Nottingham, Butcher. Pet March 22. Patchitt. Nottingham, April 28 at 10.30. Heath, Nottingham.
George, Wm, Gt Bridge, Stafford, out of business. Pet March 22. Walker. Dudley, April 8 at 12. Dale, Walsall.
Grasby, Geo Wm, Prisoner for Debt, York. Adj March 13. Leeds, April 12 at 11.
Greener, Joseph Hy, Birm, Gunmaker. Pet March 22. Guest. Birm, April 23 at 10. Walford, Birm.
Grey, Edwd, Prisoner for Debt, Berwick-upon-Tweed. Adj March 17. Sanderson. Berwick, April 6 at 11. Weddell, Berwick-upon-Tweed.
Harney, Edwin, Falmouth, Cornwall, Saddler. Pet March 24. Tilly. Falmouth, April 9 at 11. Jenkins, Falmouth.
Harrison, Geo, Ryhope Colliery, Durham, Miner. Pet March 23. Ellis. Sunderland, April 12 at 11. Bell, Sunderland.
Hart, Edmund, Eastcote, Northampton, Beerhouse Keeper. Pet March 9. Sheppard. Towcester, April 5 at 10. Whitton, Towcester.
Hoyle, John, Accrington, Lancaster, Labourer. Pet March 23. Woodcock. Haslingden, April 9 at 10. Walton, Blackburn.
Hutching, Chas, Dartmouth, Devon, Butcher. Pet March 23. Bryett. Totnes, April 10 at 12. Nelson, Dartmouth.
Hutchinson, David, Ryhope, Durham, Miner. Adj March 17. Ellis. Sunderland, April 12 at 11. Bentham, Sunderland.
Jackson, Geo, Bilston, Stafford, Comm Agent. Pet March 10. Brown. Wolverhampton, April 6 at 12. Sheldon, Wednesbury.
Jones, Robert, Wrexham, Denbigh, Innkeeper. Pet March 24. Reid. Wrexham, April 10 at 11. Jones, Wrexham.

Jones, Hugh, Tyddyn, Rhaffwr, Anglesey, Farmer. Pet March 20. Williams. Carnarvon, April, 3 at 2. Jones, Anglesey.
Keast, John, Prisoner for Debt, Walton. Adj March 19. Lpool, April 8 at 11.
Kirkby, Chas Fredk, Halifax, York, out of business. Pet March 23. Leeds, April 12 at 11. North & Sons, Leeds.
Langford, John, Shrewsbury, Salop, Butcher. Pet March 22, Poole. Shrewsbury, April 14 at 11. Davies, Shrewsbury.
Levy, Joseph, Sheerness, Kent, Upholsterer. Pet March 19. Wates. Sheerness, April 9 at 11. Willis, Sheerness.
Lewis, Richd, Willenhall, Stafford, out of business. Pet March 17. Brown. Wolverhampton, April 6 at 12. Shakespeare, Oldbury.
Lewis, David, Manch, Woollen Merchant. Pet March 24. Macrae. Manch, April 9 at 12. Sale & Co, Manch.
Lubin, John, Bristol, Fishmonger, Pet March 22. Harley. Bristol. April 23 at 12. Benson & Elletson, Bristol.
Maule, Robt, Landon, Cornwall, Gent. Pet March 24. Exeter, April 9 at 11. Daw & Son, Exeter.
Miller, Saml, Portland, Dorset, Cordwainer. Pet March 23. Andrews. Weymouth, April 8 at 11. Howard, Weymouth.
Nevison, Wm, Ulverstone, Lancaster, Shoemaker. Pet March 20. Postlethwaite. Ulverston, April 19 at 10. Park, Ulverston.
Newell, Jas, Nottingham, Book Keeper. Pet March 24. Patchitt. Nottingham, April 28 at 10.30. Belk, Nottingham.
Newton, Isaac, Birm, out of business. Pet March 24. Hill. Birm, April 7 at 12. Suckling, Birm.
Pearson, Ruth, Prisoner for Debt, Maidstone. Adj March 19. Tassell. Faversham, April 8 at 12.
Peel, Geo, Loughborough, Leicester, Publican. Pet March 22. Brock. Loughborough, March 22 at 11. Goode, Loughborough.
Pierpoint, Rev Matthew Aust, Elworthy, Somerset, Clerk. Pet March 20. Exeter, April 9 at 11. Sanders & Co, Exeter.
Porter, Jas, Southampton, Baker. Pet March 23. Thorndike. Southampton, April 7 at 12. Mackey, Southampton.
Puddy, John, South Brent, Somerset, Beerhouse Keeper. Pet March 22. Davies. Weston-super-Mare, April 6 at 11. Brice, Burnham.
Rand, Jas, Bradford, York, Comm Agent. Pet March 16. Leeds, April 12 at 11.
Rankin, John, Prisoner for Debt, Manch. Adj Jan 19. Kay. Manch, April 6 at 9.30.
Roberts, Isaac, Toxteth-park, nr Lpool, Coal Merchant. Pet March 25. Lpool, April 8 at 12. Pemberton, Lpool.
Robinson, John Geo, & Christopher Eskuche Armstrong, Sunderland, Durham, Builder's Ironmongers. Pet March 22. Gibson. Newcastle-upon-Tyne. April 9 at 12. Dixon, Sunderland.
Scarborough, Saml Gregory, Leicester, Grocer. Pet March 23. Tudor. Birm, April 6 at 11, Maples, Nottingham.
Sewell, Wm Edwd, Stanningley, York, Tanner. Pet March 18. Leeds, April 12 at 11. Carr, Leeds.
Sherrock, John, Blackburn, Lancaster, Tallow Chandler. Pet March 22. Macrae. Manch, April 23 at 11. Smith & Boyer, Manch; Pickop, Blackburn.
Simons, Geo, Prisoner for Debt, York. Adj March 13. Leeds, April 14 at 12.
Smart, Hy, Bristol, Beer Retailer. Pet March 22. Harley. Bristol, April 23 at 12. Williams.
Smith, Robt, Stretford, Lancaster, Commercial Traveller. Pet March 24. Hulton. Salford, April 10 at 9.30. Thompson, Manch.
Speed, Thos, Prisoner for Debt, Walton. Adj March 19. Lpool, April 7 at 11.
Sowden, Wm, Prisoner for Debt, York. Adj March 13. Leeds, April 14 at 12.
Stringward, John, Sheffield, Confectioner. Pet March 25. Leeds, April 7 at 12. Micklethwaite, Sheffield.
Swindells, John, Prisoner for Debt, Lancaster. Adj March 18. Fardell. Manch, April 12 at 11.
Trick, Wm, St Giles'-in-the-Wood, Devon, Innkeeper. Pet March 20. Price. Torrington, April 8 at 2. Tapley, Torrington.
Walkley, John, Horncastle, Lincoln, Butcher. Pet March 20. Clitherow. Horncastle, April 3 at 11. Adcock, Horncastle.
Walters, Geo, Llanidloes, Montgomery, Boot Dealer. Pet March 20. Williams. Llanidloes, April 3 at 2. Jones, Newton.
Walton, Saml, Walkley, York, Slater. Pet March 25. Leeds, April 7 at 12. Turner, Sheffield.
Watson, Robt, Oswaldtwisle, Lancaster, Manufacturer. Pet March 5. Macrae. Manch, April 15 at 12. Rowley & Co, Manch.
Weekley, Hy Geo, Cambridge, Comm Agent. Pet March 22. Eaden. Cambridge, April 10 at 12.
Westwood, Thos, Cradley Heath, Stafford, Butcher. Pet March 22. Walker. Dudley, April 8 at 12. Shakespeare, Oldbury.
White, Wm Thos, Whitehaven, Cumberland Professional Cricketer. Pet March 22. Were. Whitehaven, April 6 at 11. Mason, Whitehaven.
Wilkinson, Joseph, Nottingham, Scrap Iron Dealer. Pet March 22. Patchitt. Nottingham, April 28 at 10.30. Cranch, Nottingham.
Willars, Saml, Whitwick, Leicester, Licensed Beer Retailer. Pet March 23. Dewes. Ashby-de-la-Zouch, April 10 at 10. Wilson, Burton-on-Trent.
Wilmore, Hannah, Holleach Clough, Lincoln, Grocer. Pet March 24. Caparn. Holbeach, April 12 at 10. Sturton, Holbeach.
Winder, Ambrose, Preston, Lancaster, Auctioneer. Pet March 22. Myres. Preston, April 10 at 10. Forshaw, Preston.
Woodcock, John, Westwood, Nottingham, Grocer. Pet March 23. Tudor. Birm, April 6 at 11. Leach, Derby.

TUESDAY, March 30, 1869.

To Surrender in London.

Hagger, Wm, Upper Marylebone-st, Barman. Pet March 25. Roche. April 14 at 11. Murray, Gt St Helen's.
Hewett, John Wm, Pratt-st, Camden-town, Draper. Pet March 23. Murray. April 12 at 1. Jones, Queen-st, Cheapside.
Johnson, Wm, Prisoner for Debt, London. Pet March 24 (for pan). Murray. April 12 at 12. Dobie, Gresham-st.
Kirby, John, Oval, Hackney-rd, Bethnal-green, Travelling Draper. Pet March 27. Roche. April 14 at 11. Webster, Basinghall-st.
MacDonald, John, Fenchurch-st, Licensed Victualler. Pet March 27. Murray. April 1 at 11. Reep, Finsbury-circus.
Pierpoint, Wm, sen, Rectory-pl, Brockley-lane, New-cross, Builder. Pet March 25. Roche. April 14 at 11. Peckham, Gt Knight Rider-st, Doctors's-commons.
Ward, Jas Rose, Oldfield-ter, Chancellors, Hammersmith, out of business. Pet March 25. Roche. April 14 at 11. Lewis & Whitbourne, Basinghall-st.

To Surrender in the Country.

Ansell, Geo, Horsham, Sussex, Beershop Keeper. Pet March 27. Medwin. Horsham, April 10 at 11. Rawlison, Horsham.
Booth, Saml, Clay-cross, Derby, Miner. Pet March 25. Wake. Chesterfield, April 13 at 11. Gee, Chesterfield.
Broomhall, Fras, Birm, Grocer. Pet March 25. Hill. Birm, April 14 at 12. Fitter, Birm.
Cheshire, Wm, Birm, Licensed Victualler. Pet March 27. Tudor. Birm, April 16 at 12. Southall, Birm.
Cocks, Wm, sen, Neentou, Salop, Grazier. Pet March 25. Hill. Birm, April 14 at 12. Parry, Birm.
Cosh, Emanuel, Ashcott, Somerset, Coal Dealer. Pet March 24. Lovibond. Bridgwater, April 10 at 10. Hobbs & Seal, Wells.
Davis, Hy, Prisoner for Debt, Manch. Adj March 17. Hulton. Salford, April 10 at 9.30.
Digby, Fredc, Cheltenham, Gloucester, Surgeon. Pet March 25. Wilde. Bristol, April 9 at 11. Skipper, Cheltenham; Press & Inskip, Bristol.
Doubleday, Richd, Sleaford, Lincoln, Saddler. Pet March 25. Tudor. Birm, April 13 at 11. Brewster, Nottingham.
Ensor, Joseph, Darlaston, Stafford, Scrap Iron Dealer. Pet March 23. Walsall, April 14 at 12. Ebsworth, Wednesbury.
Flear, John, Newlands, nr Alfreton, Derby, Blacksmith. Pet March 25. Hubbersty. Alfreton, April 13 at 12. Smith, Derby.
Hardy, Wm, Birm, Basket Maker. Pet March 24. Guest. Birm, April 23 at 10. Assinder, Birm.
Jordan, Geo, Birkenhead, Chester, Auctioneer. Pet March 27. Lpool, April 13 at 11. Harris & Culshaw, Lpool.
Lawrence, Chas, jun, Monmouth, Builder. Pet March 27. Wilde. Bristol, April 10 at 11. Williams, Monmouth; Henderson & Salmon, Bristol.
Levens, Thos, Kendal, Westmorland, Carpenter. Pet March 23. Wilson. Kendal, April 8 at 10. Thomson, Kendal.
Longhurst, Chas, Bewdley, Worcester, Coal Merchant. Pet March 25. Hill. Birm, April 14 at 12. Hodgson & Son, Birm.
Marriott, Wm Henry, Northampton, Journeyman Currier. Pet March 24. Dennis. Northampton, April 10 at 10. White, Northampton.
Morgan, Evan, St Dogwell's, Pembroke, Master Mariner. Pet March 25. Wilde. Bristol, April 9 at 11. Jenkin & Evans, Cardigan; Press & Inskip, Bristol.
Morgan, Herbert, Lloiney, Radnor, Innkeeper. Pet March 22. Peters. Knighton, April 8 at 11. Tomlinson, Presteigne.
Owen, Thos, George Fold, Radnor, Skinner. Pet March 22. Peters. Knighton, April 8 at 11. Tomlinson, Presteigne.
Pearson, Geo Maidstone, Birmingham, Oil Merchant. Pet March 25. Tudor. Birm. April 9 at 12. Southall, Birm.
Phillips, Jas, Manch, Draper's Assistant. Pet March 27. Lpool, April 12 at 11. Thornley, Lpool.
Ramsbottom, Jas, Blackburn, Lancaster, out of business. Pet March 25. Fardell. Manch, April 14 at 11. Boote & Rylance, Manch.
Shaw, John Hy, Bury, Lancaster, Compositor. Pet March 24. Grandy. Bury, April 16 at 10. Anderton, Bury.
Smith, Ambrose, Darlaston, Stafford, Roll Turner. Pet March 23. Walsall, April 14 at 12. Slater, Darlaston.
Smith, Richd, Sunderland, Durham, Rigger. Pet March 25. Ellis. Sunderland, April 13 at 12. Ritson, Sunderland.
Smith, Hy Robt, Gt Grimsby, Lincoln, Grocer. Pet March 25. Leeds, April 14 at 11. Stamp & Co, Hull.
Smith, Wm John, Scarborough, York, Innkeeper. Pet March 25. Leeds, April 12 at 11. Bond & Barwick, Leeds.
Snowdon, Robt, Prisoner for Debt, Newcastle-upon-Tyne. Adj March 11. Gibson. Newcastle-upon-Tyne, April 13 at 12. Hoyle, Newcastle-upon-Tyne.
Stanniforth, Wm, Stainforth, York, Coal Dealer. Pet March 24. Fox. Thorne, April 9 at 3. Woodhead, Doncaster.
Sunley, Christopher, Ruswarp, York, Jet Ornament Manufacturer. Pet March 25. Buchanan. Whitby, April 12 at 11. Hindmarsh, Whitby.
White, John, Broadway, Worcester, Slater. Pet March 23. Evesham, April 15 at 11. Eades, Evesham.

BANKRUPTCIES ANNULLED.

FRIDAY, March 26, 1869.

Gilkes, Geo, Park-pl, Teddington, Builder. Feb 22.
Budd, Edwd Latrobe, Moorgate-st, Merchant. March 19.

TUESDAY, March 30, 1869.

Brown, Sydney, Blackfriars-rd, Wholesale Perfumer. March 25.
Tayloy, Joseph Manlove, Birkenhead, Chester, Ship Broker. March 23.